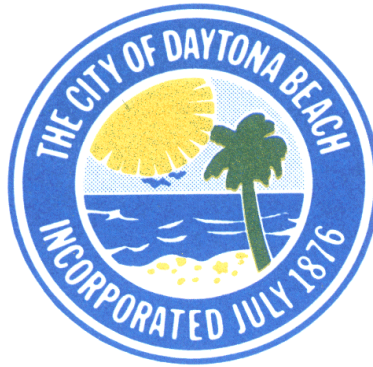


THE CITY OF DAYTONA BEACH

**FIRE / SECURITY SERVICES CONSISTING OF
FIRE ALARM MONITORING, TESTING, AND INSPECTION;
FIRE SUPPRESSION SYSTEM INSPECTION AND MAINTENANCE;
BACKFLOW PREVENTER CERTIFICATION;
SECURITY SYSTEM INSTALLATION AND MONITORING**

**INVITATION TO BID No. 19401
NIGP COMMODITY CODE 34015, 93609, 99042, 93633**



**THE CITY OF DAYTONA BEACH
PUBLIC WORKS – FACILITIES MAINTENANCE
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115**

Issue Date: May 9, 2019

Non-Construction Service Bid BP 10/25/2018

Bidders who wish to receive updates for this solicitation make sure they have registered under the Commodity Code above at: <https://purchasing.codb.us>, click vendor registration.

INVITATION TO BID

The City of Daytona Beach, Florida, will receive bids for **FIRE ALARM MONITORING, TESTING, AND INSPECTION; FIRE SUPPRESSION SYSTEM INSPECTION AND MAINTENANCE; BACKFLOW PREVENTER CERTIFICATION; SECURITY SYSTEM INSTALLATION AND MONITORING, Invitation to Bid No. 19401**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on June 5, 2019**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, FL., 32114

with "Sealed Bid for Citywide FIRE ALARM MONITORING, TESTING, INSPECTION; FIRE SUPPRESSION SYSTEM INSPECTION AND MAINTENANCE; BACKFLOW PREVENTER CERTIFICATION; SECURITY SYSTEM INSTALLATION AND MONITORING, ITB No. 19401" plainly written on the outside of the envelope.

The work generally consists of seeking one Contractor to monitor, test, & inspect fire alarms, fire suppression systems, certify backflow preventers, install & monitor security systems for all City facilities.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

A Mandatory Pre-Bid Conference will be conducted on May 22, 2019 at 1:00 PM, at Public Works Conference Room, 950 Bellevue Avenue #500, Daytona Beach, Florida, 32115. Interested Proposers are *required* to attend.

The City of Daytona Beach, Florida, reserves the right to accept or reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract. Contractors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA
By: KIRK ZIMMERMAN, CPPB--BUYER

Issue Date: May 9, 2019

INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR GENERAL SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, these extraneous documents will be discarded. Only if the City awards a contract to Bidder will the Bidder be asked to sign the form contract included in this solicitation.

C. The Bid Proposal Form and the other documents included in the Bid Package, all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kind.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth below for delivery of the completed bid. Such requests must be received prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

Deadline for submitting questions will be **10 calendar days** prior to bid due date.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any Scope of Work, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.

6. BID ENVELOPE. The Bid, including the Bid Form, all required Bid Documents, must be returned in an opaque, sealed envelope. The envelope must display the name and address of

the Bidder, the bid number and title of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

7. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

8. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 8.

9. DISQUALIFICATION OF BIDDERS.

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

10. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time- and date-stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

11. UNIT PRICING AND QUANTITIES. If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid, firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii)

quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

12. THE BID IS AN OFFER. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following bid opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Successful Bidder.

13. FEDERAL TAXES. The Bid Price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid Price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. PUBLIC RECORDS. Sealed bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to Bid Opening results by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 5:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c). Please see the Drug Free Workplace form incorporated into this Invitation.

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. RESERVED

23. CONTRACT DOCUMENTS. The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment or by reference, the Bid Documents (including Addenda and Standard Terms and Conditions), the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the bid, any purchase orders requisitioning goods pursuant to the Contract, and any amendments that may after the date of award be executed by the successful bidder, if any, and the City. No

representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

24. PURCHASE ORDERS. All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

25. PUBLIC ENTITY CRIMES. Any party submitting a bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the bid/proposal. The form is included on the bid proposal pages of the Bid Documents. All blank spaces in the Form must be completed.

26. SUBMISSION OF INSURANCE. The Successful Bidder must submit any required insurance on or before submission of the signed contract or prior to issuance of a notice to proceed.

27. COMPLIANCE WITH LAWS. The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Successful Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of bid submittal. Required licensure must be maintained in full force and effect during the contract term.

28. MAINTENANCE OF LICENSES. The Bidder will maintain all required licenses in full force and effect during the contract term.

29. CITY'S FORM TERM SERVICES CONTRACT. The City's form service contract, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, that the Bidder should review prior to submitting the Bid. The City reserves the right to make minor changes to the form contract prior to execution by the successful bidder to correct errors, make other minor formatting changes, or for legal sufficiency. The City will provide the successful bidder the final contract for execution.

30. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

31. COOPERATIVE PURCHASING. All bidders awarded contracts from this solicitation are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.

SPECIAL INSTRUCTION SHEET

SI 1. NON-EXCLUSIVE CONTRACT. Award of this Contract will impose no obligation on the part of the City to use the successful bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

SI 2. AWARD will be made to a single Contractor with the lowest responsive and responsible bid.

SI 3. BIDDER QUALIFICATIONS.

(a) Minimum Qualifications. In order to be considered qualified to perform the requested services, the Bidder must have:

- A Certified Fire Protection Contractor I, a Fire Protection Contractor II.
- An active, permanent, and successful operation within the State of Florida for a minimum of 3 years prior to the date of submission of bids;
- Otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested services.

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Non-Collusion Affidavit
	Florida Public Entity Crime Form
	OSHA Safety Standard Certification
	Local Contractor Affidavit <i>only if filing for local preference</i>
	Drug Free Workplace / Tied Bids
	Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address

BID PROPOSAL FORM
FIRE ALARM MONITORING, TESTING, INSPECTION; FIRE
SUPPRESSION SYSTEM INSPECTION AND MAINTENANCE;
BACKFLOW PREVENTER CERTIFICATION; SECURITY SYSTEM
INSTALLATION AND MONITORING
ITB #: 19401

TO THE MAYOR AND COMMISSIONERS
THE City OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the facilities where the services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER has thoroughly examined the Contract Documents and that BIDDER is sufficiently knowledgeable of the services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the BIDDER hereby agrees to furnish all labor, materials, and equipment required to perform the services in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That BIDDER agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents

BID PROPOSAL FORM, cont.

5. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the Bidder will be entitled to payment based upon the services performed and accepted, as specified in the Contract Documents, .

6. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(list any additional Addenda by number and date): _____

7. That BIDDER has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the BIDDER. BIDDER will be fully bound by all contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative bids any alternative bids not specifically accepted the City in the notice of award will not be a part of the Contract.

9. In the event that any notice needs to be sent during the course of any contract that may result from this solicitation please specify the name, address, phone, fax, and email of the person to contact.

Name: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

(Remainder intentionally left blank)

BID PROPOSAL FORM, cont.

10. That BIDDER is (mark the appropriate box and include the additional information, as applicable):

- ☐ An individual person/sole proprietor
- ☐ A Florida corporation/ limited liability company
- ☐ A foreign corporation/limited liability company authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- ☐ A Florida limited partnership
- ☐ A foreign limited partnership authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- ☐ A general partnership (provide partner names on separate, signed sheet of paper)
- ☐ A joint venture**
- ☐ Other _____ (specify, including type of entity)

* (If BIDDER is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)

** (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.

11. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of BIDDER if the contract is awarded to BIDDER, is as follows:

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

Date signed: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

ITB 19401: FIRE / SECURITY SERVICES
 BID SCHEDULE

The Excel spreadsheet on the website may be used in lieu of this bid schedule. Enter unit prices & totals will be calculated.

(UP*X/Yr)

Item #	Location/Description	UOM	Unit Price	x per Yr	Annual Total
<u>MIDTOWN CULTURAL CENTER</u> (925 George Engram Blvd, Daytona Beach 32114)					
Silent Knight Fahrenhyt IFP-100V					
1	Fire Sprinkler: Quarterly Inspection	EACH		4	
2	Fire Sprinkler: Annual Inspection	EACH		1	
3	Backflow Test: Annual	EACH		1	
4	Fire Alarm: Annual Testing /Inspection	EACH		1	
5	Security Alarm: Monthly Monitoring	EACH		12	
<u>FIRE STATION 2</u> - (126 Botelehr Avenue, Daytona Beach 32114)					
FCI SBP-4					
6	Fire Alarm: Annual Testing /Inspection	EACH		1	
7	Security Alarm: Monthly Monitoring	EACH		12	
<u>FIRE STATION 4</u> - (1675 Mason Avenue. Daytona Beach 32114)					
Firelite 5024					
8	Fire Alarm: Annual Testing /Inspection	EACH		1	
9	Security Alarm: Monthly Monitoring	EACH		12	
<u>FIRE STATION 5</u> - (627 N Nova Road, Daytona Beach, FL 32114)					
Firelight MS 9200					
10	Fire Alarm: Annual Testing /Inspection	EACH		1	
11	Security Alarm: Monthly Monitoring	EACH		12	
<u>FIRE STATION 6</u> - (2020 Beville Road, Daytona Beach, FL 32119)					
Notifier SLG-2000					
12	Fire Alarm: Annual Testing /Inspection	EACH		1	
13	Security Alarm: Monthly Monitoring	EACH		12	
<u>FIRE STATION 7</u> - (2545 LPGA Blvd)					
Secutron MR2100					
14	Fire Alarm: Annual Testing /Inspection	EACH		1	
15	Security Alarm: Monthly Monitoring	EACH		12	
<u>DICKERSON CENTER</u> - (308 S Martin Luther King Jr Blvd, Daytona Beach, FL 32114)					
FCI-SBP-2					
16	Fire Alarm: Annual Testing /Inspection	EACH		1	
17	Security Alarm: Monthly Monitoring (APS)	EACH		12	
<u>YVONNE SCARLET GOLDEN CENTER</u> - (1000 Vine Street, Daytona Beach, FL 32117)					
GE Vigilant VS1 ANS25 Evac					
18	Fire Sprinkler: Quarterly Inspection	EACH		4	
19	Fire Sprinkler: Annual Inspection	EACH		1	
20	Backflow Test: Annual	EACH		1	
21	Fire Alarm: Annual Testing /Inspection	EACH		1	
22	Security Alarm: Monthly Monitoring	EACH		12	
<u>HALIFAX PLAZA</u> - (125 Basin Street, Daytona Beach, FL 32114)					
Honeywell-Notifier RP-2001; Panels-Fire lite 9200UD					
23	Fire Sprinkler: Quarterly Inspection	EACH		4	
24	Fire Sprinkler: Annual Inspection	EACH		1	
25	Backflow Test: Annual	EACH		2	

ITB 19401: FIRE / SECURITY SERVICES

BID SCHEDULE

Item #	Location/Description	UOM	Unit Price	x per Yr	Annual Total
26	Fire Alarm: Annual Testing /Inspection	EACH		1	
27	Security Alarm: Monthly Monitoring	EACH		12	
CITY HALL - (301 S. Ridgewood Avenue, Daytona Beach, FL 32114)					
Honeywell-Notifier RP-2001; Panels-fire lite 9200					
28	Fire Sprinkler: Quarterly Inspection (IT)	EACH		4	
29	Fire Sprinkler: Annual Inspection	EACH		1	
30	Backflow Test: Annual	EACH		1	
31	Fire Alarm: Annual Testing /Inspection	EACH		1	
32	Security Alarm: Monthly Monitoring	EACH		12	
JOSIE ROGERS HOUSE - (355 N Beach Street, Daytona Beach, FL 32114)					
Securtra MR2605					
33	Fire Sprinkler: Quarterly Inspection	EACH		4	
34	Fire Sprinkler: Annual Inspection	EACH		1	
35	Backflow Test: Annual	EACH		1	
36	Fire Alarm: Annual Testing /Inspection	EACH		1	
37	Security Alarm: Monthly Monitoring	EACH		12	
ARCHIVES - (950 Bellevue Avenue - Bldg 3, Daytona Beach, FL 32114)					
Alarm: Honeywell-Notifier RP 2001 Monitor system: Silent Night					
38	Fire Sprinkler: Quarterly Inspection	EACH		4	
39	Fire Sprinkler: Annual Inspection	EACH		1	
40	Backflow Test: Annual	EACH		1	
41	Fire Alarm: Annual Testing /Inspection	EACH		1	
42	Security Alarm: Monthly Monitoring	EACH		12	
PEABODY AUDITORIUM - (600 Auditorium Blvd, Daytona Beach, FL 32118)					
MS9200					
43	Fire Sprinkler: Quarterly Inspection	EACH		4	
44	Fire Sprinkler: Annual Inspection	EACH		1	
45	Backflow Test: Annual	EACH		1	
46	Fire Alarm: Annual Testing /Inspection	EACH		1	
47	Security Alarm: Monthly Monitoring	EACH		12	
POLICE DEPARTMENT - (129 Valor Blvd, Daytona Beach, FL 32114)					
Silent Knight					
48	Fire Sprinkler: Quarterly Inspection	EACH		4	
49	Fire Sprinkler: Annual Inspection	EACH		1	
50	Backflow Test: Annual	EACH		1	
51	Fire Suppression: Inspection Annual (Dry System)	EACH		1	
52	Fire Suppression: Semi-Annual (Dry System)	EACH		1	
53	Fire Alarm: Annual Testing /Inspection	EACH		1	
54	Security Alarm: Monthly Monitoring	EACH		12	
Quantities stated below as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.					

BID SCHEDULE

Item #	Location/Description	UOM	Unit Price	x per Yr	Annual Total
ONE TIME NON-RECURRING FEE					
55	One time Installation and Programming Fee for upgrading security system with a wireless unit pre-approved by the project manager.	EACH		14	
56	One time Installation and Programming Fee for new installation of wireless security system pre approved by the project manager for facilities without existing systems	EACH		20	
<u>Security Monitoring at Future Facilities</u>					
57	Monthly security monitoring for future installations. (20 Locations X 12 months)	EACH		240	
<u>Maintenance and Repairs</u>					
				<i>Est. ann Hr</i>	
58	Regular Rate (M-F 8-5)	HOUR		250	
59	Overtime Rate (M-F 5:01-7:59) & Saturdays	HOUR		50	
60	Sunday & City Observed Holiday Rate	HOUR		20	
<u>Parts/Materials</u>					
61	Parts/Materials furnished by the Contractor under this Contract will be at the Contractor's actual cost plus ___ percent (___%). Evidence of actual cost will be required. To establish a complete Contract amount for bid evaluation purposes, an estimated amount of \$2500 is added to the bid to cover the annual cost of parts/materials. This is not guaranteed and the actual amount will vary.	LOT	\$ 2,500.00		\$ 2,500.00
ANNUAL TOTAL OF ALL SERVICES					

Submitted by:

Vendor:
Address:
City /ST/Zip:
Signature:
Print Name:
Phone:
Fax:
Email:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He is _____ of _____.
the Bidder that has submitted the attached Bid;
- (2) He 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, has 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element 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 the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)

Name Typed: _____

Title: _____

Bidder: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

Form PUR 7068 (Rev. 06/18/92)

OSHA SAFETY STANDARD CERTIFICATION

The Bidder will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P. and Chapter 90-96 Florida Statutes.

Name of Bidder: _____

Signature

Name Typed: _____

Date: _____

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with OSHA Safety Standard is as follows:

	<u>No. of Units</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total</u>
1. Trench Excavation		L.F.	\$	\$
2. Sheeting/Shoring		S.F.	\$	\$

Bidder: _____

Signature: _____

Date: _____

Name Typed: _____

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including, zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

- 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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 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 employees that, as a condition of working on the commodities or contractual services that are underbid, 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 occurring in the workplace no later than five days after such conviction.
- 5) Impose 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.

(Signature)

GENERAL SERVICES CONTRACT CONTRACT NO. 19401

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and *[insert full legal name of CONTRACTOR, include state where formed if CONTRACTOR is anything other than an individual person]* ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide FIRE ALARM MONITORING, TESTING, AND INSPECTION; FIRE SUPPRESSION SYSTEM INSPECTION AND MAINTENANCE; BACKFLOW PREVENTER CERTIFICATION; SECURITY SYSTEM INSTALLATION AND MONITORING, services to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Reserved.

Section 3. Compensation and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the compensation described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR up to \$> _____, based on the Bid Schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in the Exhibits, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the Effective Date.

(b) The CITY will pay based on the Rates set forth in the Exhibits for work completed by CONTRACTOR during the period billed, provided that such work is reflected on CONTRACTOR's invoice.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an

independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required, or upon termination or expiration of this Contract.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

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, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is **1 year**, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to **4** Terms of **1 year** each, by providing CONTRACTOR written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by CONTRACTOR.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if CONTRACTOR or any of CONTRACTOR'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing CONTRACTOR written notice.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in Section 10(b) for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities immediately upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not

limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or used by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

Section 13. Insurance. *[Risk management needs to approve this provision for every contract.]*

CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the Insurer will waive its rights of subrogation, if any, against the CITY on each of the types of required insurance coverage listed above.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of

all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

(f) **Risk Manager.** All references to the Risk Manager will be deemed to include the Risk Manager's designee.

Section 14. Bonds. No bonding is required for this project.

Section 15. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Attn: Frank Van Pelt
Technical Services Director
The City of Daytona Beach
950 Bellevue Avenue #600
Daytona Beach, FL 32114
Fax: 386.671.8620

To CONTRACTOR:
>

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 16. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 17. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 18. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 19. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 20. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) **Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is

beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Bid.** The CITY's Invitation to Bid 19401, and the CONTRACTOR's responsive proposal are incorporated herein by reference as **Composite Exhibit C**. **Composite Exhibit C** is not attached but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

[continued on the next page]

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: _____

Derrick L. Henry, Mayor

Date: _____

Attest: _____

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

By: _____

Printed Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A: Scope of Services *[to be provided and labeled—discard this sheet]*

DRAFT

Exhibit B: **[>Fee/>Price]** Schedule

[to be labeled and provided--discard this sheet]

DRAFT

Composite Exhibit C is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk

[Delete this page if this contract is not result of ITB/RFP.]

DRAFT

The purpose of this Invitation to Bid (ITB) is obtain the services of a CONTRACTOR capable of performing a full line of fire suppression system testing, maintenance, inspection, and repair of fire suppression systems for various CITY locations. Services will be provided for all water based system components including, but not limited to; fire pumps, valves, back flow preventers, piping, sprinkler heads, and stand pipes and to support Fire, Security and Critical Temperature Alarm Systems.

CONTRACTOR will be asked to submit unit prices for: quarterly fire sprinkler inspection, annual fire sprinkler inspection, backflow prevention testing, fire alarm monthly/annual monitoring, fire alarm annual testing and inspection, and security alarm monitoring.

SECTION 1: DEFINITIONS.

For purposes herein, certain terms and phrases are defined as follows:

City means the City of Daytona Beach, a Florida municipal corporation.

Contract includes all Contract Documents.

Contract Documents means all documents comprising the Contract, including this Scope of Services, the Fee Schedule, the City's Invitation to Bid and all Addenda thereto issued before proposals were opened (collectively, the "ITB"), the Bidder's written proposal in response to the ITB and all documents attached thereto (collectively, the "Proposal"), all attachments attached to or incorporated by reference into the Contract as Exhibits, and any amendments to the Contract approved after the Effective Date.

Contractor means any individual or business having a Contract with the CITY to furnish services for a certain price.

Designee means any Facilities Maintenance employee appointed by the Project Manager, the City Manager, or the City Manager's appointee.

Fee Schedule means the schedule of the unit price fees that Contractor may charge for performance of certain related services as referenced herein.

Holiday(s) means City observed Holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, & New Year's Eve.

Hours, Regular Business means between the hours of 7:30 AM and 3:30 PM, Monday through Friday, excluding CITY holidays.

Hours, After means between the hours of 3:31 PM to 7:29 AM or on Saturday or Sunday or on CITY holidays.

Project Manager means the City Representative appointed to administer any Contract that results from this solicitation. Joseph Paul, Project Manager, 386.671.8743.

Service Call means a request made by a City Representative for Contractor to provide one or more services pursuant to this Contract.

Subcontractor means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, SUBCONTRACTORS and persons or firms doing work through such SUBCONTRACTORS.

SECTION 2: FIRE SUPPRESSION, SYSTEM MAINTENANCE, INSPECTION & TESTING SPECIFICATIONS

2.0 SCOPE:

The CONTRACTOR will provide all services related to the CITY's water based fire suppression systems. These services will include:

- a. Quarterly fire sprinkler inspections
- b. Annual fire sprinkler inspections
- c. Annual backflow prevention testing

The requirements of this CONTRACT include ensuring that the CITY's water based fire suppression systems meet all Federal, State and Local fire codes and regulations, as governed by the National Fire

Protection Association (NFPA) and OSHA. Fire safety laws, rules regulations continuously change, therefore, the awarded CONTRACTOR will be current with all fire safety related laws, rules, and regulations, taking all the necessary actions to ensure that the CITY is compliant at all times. Successful CONTRACTOR will test, maintain, inspect, certify, and repair all water based system components. This contract does NOT include fire extinguishers. All CITY locations and the inventory of equipment are defined in the Bid Schedule. Services for testing, maintenance, inspection, and repair will be all inclusive. All trip charges, mileage, vehicle charges, consumable supplies and travel time are to be included in the bid price for maintenance, inspection, and test services. Repair projects will be dealt with individually and a price estimate received in writing and will be via purchase order, prior to any notice to proceed. Price estimates must include the estimated number of hours for project completion, and itemized list of materials and any rental equipment costs. Each project will be treated as a Guaranteed Maximum Price and must not exceed the estimated price without authorization via purchase order from the CITY.

2.01 GENERAL REQUIREMENTS

The CITY anticipates the inspection and testing schedule to be as follows:

- a. Yearly inspection will be at the discretion of the CITY and will be in accordance with NFPA 25: 14.2 (latest edition). Specific locations will be provided to the CONTRACTOR.
- b. All quarterly inspections and testing will follow regular calendar sequence per NFPA 25 from the initiation of the annual inspection. Scheduling with site administration is the responsibility of the CONTRACTOR. Proper management of the fire alarm trouble and supervisory signals during inspections will be the responsibility of the CONTRACTOR.
- c. The CITY will be responsible for all weekly and monthly inspection activities.
- d. Provide with the bid a sample Inspection, Testing and Maintenance Report form that the CITY will utilize for reporting inspections.

2.02 INSPECTION REQUIREMENTS

It is critical that all systems are inspected and testing in accordance with each manufacturer's recommended maintenance/inspection schedule, as well as all Federal, State and local laws, codes, ordinances and other applicable requirements. Any necessary repairs modifications, and or additions must be made in a timely manner.

2.03 INSPECTION CRITERIA

- a. **Fire Sprinkler System Inspection, Testing, and Certification** as per OSHA (Occupational Safety and Health Administration) and the most updated version of the NFPA (National Fire Protection Association)
- b. **Stand Pipe System Inspection, Testing, and Certification** as per OSHA (Occupational Safety and Health Administration) and the most updated version of the NFPA (National Fire Protection Association).
- c. **Fire Deluge Valve System Inspection, Testing, and Certification** as per OSHA (Occupational Safety and Health Administration) and the most updated version of the NFPA (National Fire Protection Association)
- d. **Fire Suppression System Inspection, Testing, and Certification** as per OSHA (Occupational Safety and Health Administration) and the most updated version of the NFPA (National Fire Protection Association)

2.04 INSPECTION REPORTS

- a. CONTRACTOR will submit a copy of each inspection, testing and maintenance report to a CITY representative within 7 calendar days from the completion of such activities.
- b. Repair quotes will be submitted with each inspection report where deficiencies are noted. Quote will include awarded labor rate, breakdown of parts to include contactors purchase price, and the awarded % parts mark up. Testing reports with deficiencies will not be processed for payment if not accompanied by a repair quote.
- c. If a test inspection report identifies the need for repair that **exceeds \$1000.00** the CONTRACTOR will send a price quotation for the repair attached to the inspection report. If one system requires minor repair costing **\$1000.00 or less**, the service personnel will perform the repair while

performing the inspection. The service technician will have direct access to a sufficient amount and type of critical spare parts while performing the scheduled inspections and testing. Contactor will contact CITY representative in each case for verbal approval.

2.05 REGULATORY REQUIREMENTS

CONTRACTOR performing any kind of work, including installation, maintenance, testing, and repair of the water line after the point of service designated by Section 633.021(18), Florida Statute, must be certified as a Fire Protection CONTRACTOR I, a Fire Protection CONTRACTOR II. The work specified herein will be performed in strict accordance with the following applicable National Fire Protection Association(NFPA) requirements as adopted in the latest edition of the Florida Fire Prevention Code; NFPA 25 "Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems" and all other pertinent NFPA Standards. This requirement includes all SUBCONTRACTORS. All SUBCONTRACTORS are subject to approval by the CITY's authorized representative.

2.06 APPLICABLE STANDARDS

Unless otherwise specified, the following specifications and standards of the issue listed below form a part of this specification to the extent specified herein.

- a. Florida Building Code, latest edition - Building and Existing Building Volumes
- b. NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems, latest edition - The Standard governs the periodic inspection, testing, and maintenance of water based fire protection systems including land-based and marine applications. Requirements are provided for standpipe systems including hose outlets, fire pumps, sprinklers, fire service piping, and valves, along with system impairment handling and reporting.

Copies of the above documents required by the CITY as part of this purchasing specification should be obtained from the agency or organization responsible for the creation and publication of the document.

2.07 SCHEDULE OF WORK

CONTRACTOR will not accept service requests from anyone other than the CITY Site Representative. All requests must be authorized via a Standard Purchase Order before performance of the work.

2.08 FIELD SERVICE PERSONNEL

The awarded CONTRACTOR will provide names and the means of contact for a company field supervisor /manager and a minimum of two field technicians. The CONTRACTOR will notify the Contract and Site Administrator immediately of personnel changes.

2.09 EQUIPMENT

CONTRACTOR **MUST** furnish their own lift and other related equipment to test all fire suppression systems and components.

SECTION 3: FIRE ALARM SERVICES SPECIFICATIONS

3.0 SCOPE:

The CONTRACTOR will provide all services related to the CITY's Fire, Security and Critical Temperature Alarm Systems. These services will include:

- a. Systems testing
- b. Inspection services
- c. New equipment and installation
- d. Preventive maintenance
- e. 24-hour remote monitoring and call-center communications
- f. Routine and emergency repair services, on an as needed basis

The CONTRACTOR will furnish everything necessary to provide these services to the CITY.

3.01 SAFETY: The CONTRACTOR will be responsible for ensuring that all work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

3.02 REGULATIONS AND CODES COMPLIANCE: The CONTRACTOR will visit all locations to perform inspection, testing, certification, maintenance, and repairs of all fire alarm systems and all applicable security alarm systems in accordance with, but not limited to, the latest editions of all applicable regulations and codes listed herein, as amended: NFPA (National Fire Protection Association)

- a. NFPA (National Fire Protection Association)
- b. NEC (National Electrical Code)
- c. National Fire Alarm & Signaling Code
- d. NICET (National Institute for Certification in Engineering Technologies)
- e. Life Safety Code, Florida Statutes
- f. Fire Prevention, and Control, Florida Statutes
- g. Regulation of Professions and Occupations, Florida Administrative Code
- h. Fire Protection Systems and Florida Administrative Code
- i. Fire Safety Standards for Fire Alarm Systems, Florida Administrative Code
- j. The Florida Fire Prevention Code
- k. All applicable laws, ordinances and/or regulations of any applicable federal, state, CITY and city jurisdictions

3.03 MANUFACTURERS: The CONTRACTOR must have the ability to service proprietary and non-proprietary equipment, to include, but not limited to, the following manufacturers:

AES Intellinet
Firelight
Honeywell Notifier
Notifire
Securtra
Securtron
Silent Knight

3.04 NEW EQUIPMENT AND CONTROLS: the CITY reserves the right to request (for consideration) written proposal(s) from the CONTRACTOR for the purchase and installation of new equipment up to the small purchases threshold, currently \$25,000.

Note: The CITY will be under no obligation to accept the CONTRACTOR's proposal, and may, at its sole discretion, obtain proposals of identical size and scope from other comparable vendors.

3.05 PARTS, SUPPLIES, MATERIALS, AND COMPONENTS: All parts and components will be (OEM) Original Equipment Manufacturer, and be readily available upon request. Non-OEM and Used items are strictly prohibited.

3.06 AVAILABILITY:

- a. The CONTRACTOR will respond to all non-emergency calls with an on-site service technician within forty-eight (48) hours from notification by the CITY.
- b. The CONTRACTOR will respond to all emergency SERVICE CALLS with an on-site service technician within four (4) hours from notification by the CITY.
- c. The CONTRACTOR's assigned representative to the CITY will be available to meet on-site during normal business hours within seventy-two (72) hours from notification by the CITY to discuss problem areas, as deemed necessary by the CITY.

3.07 HOURS OF WORK:

- a. **Regular Business Hours.** Work performed during these hours, as defined in section 1, will be billed as "**Straight Time Hours**" work. The CONTRACTOR will perform all work during these hours unless authorized in advance, and in writing, by the CITY'S PROJECT MANAGER or DESIGNEE.
- b. **After Hours:** Work performed during these hours, as defined in section 1, including Emergency Work, will be billed as "**Over Time Hours**" work. Work cannot be performed during these time frames unless authorized in advance by the CITY'S PROJECT MANAGER or DESIGNEE.

Note: The CITY reserves the right to negotiate the hourly charge for work that begins during "Normal Business Hours" but is completed within two hours after the start of "After Hours."

- c. No work may be performed on CITY HOLIDAYS or after "Normal Business Hours" without prior written authorization by the CITY'S PROJECT MANAGER or DESIGNEE.

3.08 24-HOUR MONITORING AND CALL-CENTER RESPONSIBILITIES:

- a. The CONTRACTOR will provide system monitoring 24-Hours a Day continuously (without a break in service) throughout the term of the Agreement.
- b. Call-Down / Point of Contact lists for each location will be provided by the CITY.
- c. Response Time: The CONTRACTOR will have the resources and capability to respond and notify the CITY of any alarms enacted within one (1) minute of detection within their Central Reporting Station.
- d. On a daily basis (or as otherwise agreed to in writing by the CITY's PROJECT MANAGER or DESIGNEE) the CONTRACTOR must send a report log of all alarms received by the Central Station to the CITY's PROJECT MANAGER or DESIGNEE via email (phillipsmelissa@codb.us) or web-application.

3.09 SUBCONTRACTED SERVICES: The CITY recognizes that situations may arise where a SUBCONTRACTOR may be utilized for the provision of services required under the awarded Agreement. As such, the following applies:

- a. The CONTRACTOR will obtain the CITY'S approval for subcontracted services in advance of the performance of said services.
- b. The CONTRACTOR will provide to the CITY's PROJECT MANAGER or DESIGNEE an estimate of the cost of the subcontracted services.

- c. The CITY will pay the exact cost of the subcontracted services. When invoicing, the CONTRACTOR will provide to the CITY a copy of the SUBCONTRACTOR's invoice. UNDER NO CIRCUMSTANCES will the CONTRACTOR charge, nor will the CITY pay, a percentage markup for subcontracted services.
- d. The CONTRACTOR may charge the CITY a labor charge, per hour, for administrative services related to the administration of the SUBCONTRACTOR's work. This labor charge will be limited to the time related to identifying, supervising and inspecting the SUBCONTRACTOR's work related to the completion of the SUBCONTRACTOR's work.
- e. The CONTRACTOR will be responsible for all work performed by the SUBCONTRACTOR.

3.10 WARRANTY:

- a. The CONTRACTOR will warrant that all work, including all equipment and materials provided conforms to professional standards of care and practice in effect at the time the work is performed, will be of highest quality, and will be free from all faults, defects or errors.
- b. If the CONTRACTOR is notified of a fault, defect, or error in the work provided within one (1) year from the completion of the work, the CONTRACTOR will, at the CITY's option, either re-perform such portions of the work to correct such fault, defect or error, at no additional cost to the CITY, or refund the CITY for charges paid which are attributable to such portions of the fault, defective or erroneous work, including the costs for re-performing the work provided by the CONTRACTOR.

3.11 CERTIFICATION: A certificate of compliance will be completed and provided to the designated CITY representative each time a fire alarm system is serviced, tested, repaired, altered, or inspected. This is in addition to documentation required elsewhere within the adopted standards.

- a. Upon completion and final acceptance by the CITY, the CONTRACTOR will issue proper certification reports for each location and this report will be permanently posted near the inspection point stating the following:
 - i. Date of inspection
 - ii. Name of inspector
 - iii. Current registered fire alarm CONTRACTOR's identification number

3.12 SERVICE TAGS: Each time a system is inspected, tested, services, repaired, altered or installed; a properly color-coded alarm service tag will be affixed to the alarm control panel and an entry will be made in the system logbook.

3.13 ON-SITE LOGBOOKS: The CONTRACTOR will update each "Alarm System Logbook" each and every time the system is inspected, tested, maintained, repaired, upgraded, altered, etcetera. This logbook will contain at a minimum the following information:

- a. Date and time of inspection, testing, repair, maintenance, etcetera.
- b. Name and address of protected facility.
- c. The CONTRACTOR and/or service entity's name, address, and phone number.

- d. Name of Service Technician and/or inspector.
- e. Description and location of equipment in the building facility where inspection, testing, repair, maintenance, work was performed.
- f. Type of inspection, testing, repair, maintenance work performed on the system.
- g. Location of drawings for the fire alarm system.
- h. When work is performed on any device in a fire alarm system, the device number will be listed in the fire alarm System Logbook.
- i. System operating instructions.

3.14 INSPECTION AND UNSATISFACTORY WORK: The CONTRACTOR will consult and schedule with the CITY's PROJECT MANAGER or DESIGNEE for all services and inspections and must receive written authorization/approval before the commencement of any of work.

- a. Re-Inspection: All work will be scheduled and coordinated with the CITY's PROJECT MANAGER or DESIGNEE. Inspection pricing will include any and all costs associated with any re-inspection required.
- b. Re-Inspections caused by the CONTRACTOR will not be reimbursed by the CITY. In the event of unsatisfactory work, the CONTRACTOR will perform all necessary corrective work without additional compensation to the complete satisfaction of the CITY.

3.15 FIRE ALARM: Testing / Inspections: Before proceeding with testing, all persons and facilities that will receive an alarm, supervisory, or trouble signal as a result of a test will be notified by the CONTRACTOR to prevent unnecessary response. All building occupants will also be notified. At the conclusion of testing those previously notified will be further notified that testing has been concluded. Testing / Inspections will be conducted in full compliance and in accordance with the latest editions of all applicable regulations and codes as amended; including, but not limited to the following minimum requirements:

- a. The apparent silence of any specification to any detail, or any apparent omission of a description regarding minimum requirements, as listed below, will be regarded as meaning only the best Preventive Maintenance practice will prevail.
- b. The frequency of the inspections and the schedule is to be solely determined by the CITY's PROJECT MANAGER or DESIGNEE.
- c. The CONTRACTOR will provide NICET certified inspection technicians.
- d. Test 100% of all fire alarm devices to ensure proper operation. Test visual and audible indicating devices for proper operation, voice clarity, and decibel level.
- e. Ensure correct operation of all ancillary reporting devices and all fire alarm systems.
- f. Service all open area smoke and duct smoke detectors that require cleaning as indicated by the systems sensitivity report and clean via the manufacturer's recommended procedures and instructions.
- g. In addition to applicable NFPA specifications, after cleaning, detectors will again have their

sensitivity measured and recorded for the service records.

- h. If smoke detectors are replaced by the CONTRACTOR, they will have their sensitivity measured and recorded for future service records;
- i. All mechanically connected systems that provided a trouble alarm (defined as the system is-having a problem), supervisory alarm (defined as a serious alarm requiring immediate attention from an electronic technician), fire alarm or trouble input to the fire alarm systems, will be tested electronically via the nearest electronic connection point.
- j. If an item is beyond repair, the CITY's PROJECT MANAGER or DESIGNEE will be immediately notified regarding repair/replacement options.
- k. Once the repair is performed, re-test and verification of proper operation will be conducted of the affected point;
- l. All fire alarm cabinets and remote battery cabinets will be cleaned (free of dust All debris will be removed in accordance with the Underwriters Laboratories (UL) requirements as well as all applicable laws and regulations. No storage will be permitted in these cabinets.
- m. A minimum of two (2) service technicians will be present during all testing periods.
- n. All fire alarm panels will have a battery current reading performed to determine that the existing batteries are large enough and fully charged to support the system.
- o. Complete functional testing will be performed as per requirement by national, state or local ordinance, on all of the devices and circuits under all conditions (alarm, supervisory; open, test, ground, secondary power, etcetera) and document all results.
- p. Stray voltage: Certify that voltage does not exist between installation conductors and ground or between installation conductors.
- q. Ground faults: Verify that all installation conductors test free of ground.
- r. Short Circuits: Verify that all installation conductors, other than those intentionally connected, are tested for conductor-to-conductor isolation.
- s. Loop resistance: Sort each installation conductor pair. Measure and record the resistance of each circuit and verify that it does not exceed the manufacturers specified resistance limits.
- t. Supervisory Devices: Ensure signal is distinct from trouble signal.
- u. Remote Enunciators: Verify all fire alarm control panel status changes transfer to remote panels.
- v. Indicating. Appliances:
 - i. Initiate audible alarm
 - ii. Record DBS levels reading in occupied and unoccupied areas
 - iii. Verify the voice clarity for the voice evacuation systems
 - iv. Initiate general audible alarm. Induce "open" at initiating circuit interface for trouble condition. Induce ground fault at initiating circuit interface for ground fault condition

w. Fire Alarm Control Panel (FACP):

- i. Ensure that lamps and Light Emitting Diodes (LEOs) illuminate
- ii. Verify fuse rating. Remove fuse to induce "trouble" condition
- iii. Primary Power: Interrupt primary power supplies (batteries, etcetera) to induce "trouble" condition
- iv. Secondary Power: Interrupt primary power supplies (circuit breaker, etcetera) to induce "trouble" condition
- v. Trouble Silencing Switch: Induce "trouble" condition and verify audible trouble signals
- vi. Zone-disconnect Switch: Activate each separately and verify that a "trouble" signal
- vii. Alarm Silencing Switch: Verify that the audible signal transfers to a visual indicator
- viii. Supervisory Signal Silencing Switch: Verify an audible signal is initiated which is visually and/or audibly distinct from a trouble signal.

3.16 SECURITY AND CRITICAL TEMPERATURE ALARM SYSTEMS MONITORING, TESTING / INSPECTIONS: Before proceeding with testing, all persons and facilities that will receive an alarm, supervisory, or trouble signal as a result of a test will be notified by the CONTRACTOR to prevent unnecessary response. All building occupants will also be notified. At the conclusion of testing those previously notified will be further notified that testing has been concluded. Testing / Inspections will be conducted in full compliance and in accordance with the latest editions of all applicable regulations and codes as amended; including, but not limited to the following minimum requirements:

- a. The apparent silence of any specification to any detail, or any apparent omission of a description regarding minimum requirements, as listed below, will be regarded as meaning only the best Preventive Maintenance practice will prevail.
- b. The frequency of the inspections and the schedule is to be solely determined by the CITY's PROJECT MANAGER or DESIGNEE.
- c. Complete functional testing will be performed as per requirement by national, state or local ordinance, on all of the devices and circuits under all conditions (alarm, supervisory; open, test, ground, secondary power, etcetera) and document all results.
- d. Stray voltage: Certify that voltage does not exist between installation conductors and ground or between installation conductors.
- e. Ground faults: Verify that all installation conductors test free of ground.
- f. Short Circuits: Verify that all installation conductors, other than those intentionally connected, are tested for conductor to-conductor isolation.
- g. Loop resistance: Sort each installation conductor pair. Measure and record the resistance of each circuit and verify that it does not exceed the manufacturers specified resistance limits.
- h. Verify all alarm control status changes transfer to remote monitoring station.
- i. Confirm phone line connectivity.

- j. Indicating. Appliances:
 - i. Initiate audible alarm
 - ii. If applicable: Verify the voice clarity for the voice evacuation systems
 - iii. Initiate general audible alarm. Induce "open" at initiating circuit interface for trouble condition. Induce ground fault at initiating circuit interface for ground fault condition.
 - iv. Supervisory Signal Silencing Switch: Verify an audible signal is initiated which is visually and/or audibly distinct from a trouble signal.

3.17 INSTALLATION/NEW SERVICE OF SECURITY SYSTEM / MONITORING

The Contractor will install security systems at facilities which currently do and do not have security monitoring. Contractor will provide separate installation pricing for each type of installation on the bid schedule.

- a. Those facilities which currently have security monitoring, the Contractor will replace existing system with their wireless system to ensure that all monitoring systems are standardized.
 - 1. Upgrading of security systems will be done only after written authorization from the Project Manager by purchase order or work authorization.
 - 2. Upgrading of security systems will be charged at the rate specified on the bid schedule. This will be inclusive of all costs associated with the upgrade. The City will not accept and additional charges, fees, or surcharges.
- b. Those facilities which do not have security monitoring, the Contractor will install their wireless system with the same system as other upgraded facilities to ensure standardization.
 - 1. New installations will be done only after written authorization from the Project Manager by purchase order or work authorization.
 - 2. New installs systems will be charged at the rate specified on the bid schedule. This will be inclusive of all costs associated with the upgrade. The City will not accept and additional charges, fees, or surcharges.

3.18 CLEAN-UP: The CONTRACTOR will be responsible for the removal, hauling, and legal disposal of all debris generated as a result of performing the services under this Agreement on a daily basis; to include, but not be limited to:

- a. All existing equipment removed
- b. All packaging materials
- c. Crating
- d. Cardboard
- e. Protective packaging, liners, plastic, etcetera.

Note: Dumpsters located within the CITY facilities will not be used by the CONTRACTOR without prior written authorization by the CITY's PROJECT MANAGER or DESIGNEE.

3.19 CHANGES, ADDITIONS TO EXISTING AND OR FUTURE LOCATIONS: The CITY's PROJECT MANAGER or DESIGNEE may, at any time, and at its sole discretion, request from the CONTRACTOR changes to the services provided. Changes may include, but are not limited to:

- An increase / decrease in the number of areas being serviced within a location,

- Addition of new service locations,
 - Removal of existing service locations.
- a. Additional service locations or areas will be at the prevailing terms, conditions and pricing of the Awarded Agreement.
 - b. Removal of existing service locations will be at the CITY's sole discretion and without penalty to the CITY.

3.20 Information describing makes/models of units are based on the latest information given by current providers and is not guaranteed accurate. It will be the responsibility of the Contractor to get accurate descriptions during the mandatory pre-bid meeting described on the Invitation to Bid.