

**RESOLUTION NO. 2007 – 036**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING ONTO AN EXISTING CONTRACT ENTERED INTO BY THE BROWARD SHERIFF'S OFFICE OF BROWARD COUNTY, FLORIDA WITH WELLMASTERS, INC. AS A PROVIDER FOR INSTALLATION AND TESTING OF FIRE PROTECTION WATER WELLS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH THE WELLMASTERS, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to obtain a provider for Installation and Testing of Fire Water Wells; and

**WHEREAS**, on June 26, 2006, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals ("RFP") seeking Installation, Testing, and Repair of Fire Protection Water Wells Services; and

**WHEREAS**, on August 2, 2006, at 3:00 PM, the Town opened the one (1) response that it received from its Request for Proposals: Pines Plumbing and Septic Services, Inc.; and

**WHEREAS**, the Town adopted Resolution No. 2006-095, approving an agreement with Pines Plumbing and Septic Services, Inc. for Installation, Testing, and Repair of Fire Protection Water Wells Services; and

**WHEREAS**, since the adoption of Resolution No. 2006-095, the Broward Sheriff's Office has issued a competitive procurement for qualified vendors to provide Installation and Testing of Fire Protection Water Wells; and

**WHEREAS**, based on its procurement, the Broward Sheriff's Office entered into an agreement with WellMasters, Inc., for Installation and Testing of Fire Protection Water Wells; and

**WHEREAS**, the agreement between Broward Sheriff's Office and WellMasters, Inc. allows for other agencies to piggyback off of the agreement; and

**WHEREAS**, the agreement between the Town and Pines Plumbing and Septic, Inc. has not been executed as of this date; and

**WHEREAS**, since the negotiated cost of the Broward Sheriff's Office's contract is significantly lower than the amount sought by Pines Plumbing and Septic Services, Inc., the Town desires to piggy-back onto the Broward Sheriff's Office agreement with WellMasters, Inc. for Installation and Testing of Fire Protection Water Wells services.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby agrees to piggy-back onto the agreement between the Broward Sheriff's Office and WellMasters, Inc., attached hereto as Exhibit "B", and to utilize WellMasters Inc. for Installation, Testing and Repair of Fire Protection Water Wells.

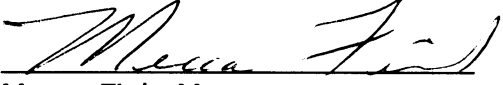
**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 1<sup>st</sup> day of February, 2007, on a motion by Vice Mayor Don Maines and seconded by Council Member Aster Knight.

Fink	<u>Y</u>	Ayes	<u>Y</u>
Maines	<u>Y</u>	Nays	<u>Y</u>
Breitkreuz	<u>Y</u>	Absent	<u>Y</u>
Knight	<u>Y</u>	Abstaining	<u>Y</u>
Nelson	<u>Y</u>		

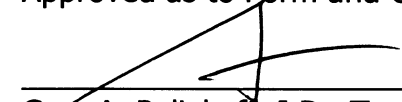
**[SIGNATURES ON FOLLOWING PAGE]**

  
Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney

FTL\_DB: 1029124\_1

**AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  
WELLMASTERS, INC.  
FOR  
THE DRILLING OF  
FIRE PROTECTION WATER WELLS**

**AGREEMENT FOR DRILLING OF  
FIRE PROTECTION WATER WELLS**

**THIS IS AN AGREEMENT** (“Agreement”) made and entered into on this \_\_\_\_\_ day of April, 2007 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and WellMasters, Inc. (hereinafter referred to as “Service Provider”, unless otherwise stated).

**WHEREAS**, for the past approximate year the Town has been working with Broward County, Florida and the Town of Davie, Florida to acquire the services of an entity that could drill new fire protection water wells for the Town (hereinafter referred to as the “Essential Services”); and

**WHEREAS**, the Town was desirous of securing these Essential Services for the benefit of the Town’s citizenry; and

**WHEREAS**, the Broward Sheriff’s Office in Broward County, Florida recently issued a Request For Bid #618054 for the Installation, Testing and Repair of Fire Protection Water Wells (“Bid”) to find a qualified vendor to provide installation, testing and repair of fire protection water wells; and

**WHEREAS**, after careful review, on November 30, 2006, the Broward Sheriff’s Office awarded the Bid to (hereinafter referred to as the “BSO’s Agreement” unless otherwise stated) to Service Provider; and

**WHEREAS**, the Broward Sheriff’s Office (“BSO”) will permit Town to utilize the BSO’s Agreement for the development of Town’s own agreement with Service Provider to make purchases under the same pricing, terms, and conditions of the BSO’s Agreement; and

**WHEREAS**, after careful review, the Town has decided to piggy-back onto the BSO’s Agreement for the *limited* purpose of utilizing Service Provider for drilling the Town’s fire protection water wells, and

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Service Provider hereby agree as follows:

**Section 1: Scope of Services**

- 1.1 An executed copy of the BSO’s Agreement with its exhibits, and a spreadsheet listing proposed vendors, is attached hereto as **Composite Exhibit “A”**, and with the exception of substituting the BSO for Town as a party, is explicitly incorporated by reference herein to this Agreement.

- 1.2 Upon execution of this Agreement, the Service Provider shall immediately commence to perform the Essential Services in accordance with the requirements provided in correspondence from the Purchasing Bureau of the Broward Sherriff's Office, dated November 30, 2006 ("**Exhibit "B"**") and in accordance with the fire well specifications included as Section Three of the BSO's Agreement, as applicable. Service Provider shall provide the Town with no other services other than those related to the drilling of the Town's new fire protection water wells (hereinafter referred to as the "Work").
- 1.3 Service Provider's Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Service Provider providing any of the Work.
- 1.4 All Work and services rendered by Service Provider pursuant to this Agreement shall be performed in accordance with the applicable standard of care for persons or entities performing these types of services for local governments in Broward County, Florida. Service Provider shall perform such services in accordance with all applicable codes, ordinances, rules, laws and regulations governing the Work and the providing of services under this Agreement.

## **Section 2: Term of this Agreement and Agreement Time**

- 2.1 Town and Service Provider agree that Service Provider shall perform all Work under this Agreement for an initial term of *two (2) years*, with the option to renew the Agreement for up to two (2) additional two (2) year terms by mutual written agreement of Town and Service Provider on an as-needed basis.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination" herein.
- 2.3 Service Provider shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Service Provider is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Service Provider to receive an extension of time as its sole and exclusive remedy.
- 2.4 Following Service Provider's receipt of a Purchase Requisition for Work ("Work Term") generated by the Town's Program Manager, Service Provider shall perform all Work under this Agreement within a timeframe mutually agreed upon by both Town and Service Provider. In the event that Service Provider completes the Work before the end of the date or time indicated for completion on the Work Term, Service Provider is not entitled to any additional payment from Town other than the Agreement Sum, as defined in Section 3 of this Agreement.

### **Section 3: Compensation & Method of Payment**

- 3.1 Service Provider shall render all Work to the Town under the Agreement at the prices quoted within **Composite Exhibit "A"** for each fire protection water well to be drilled per Town's written request in advance of all Work performed ("Agreement Sum").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor or materials that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Agreement Sum, Service Provider shall pay such excess from its own funds, and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Service Provider in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Service Provider agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Service Provider to Town, and (b) verification by Town or Town's designee that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

### **Section 4: Assignment**

No assignment of this Agreement or of the Work hereunder by Service Provider shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Service Provider, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

### **Section 5: Service Providers Responsibility for Safety**

- 5.1 Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to the Agreement in order to prevent, among other things, all damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Service Provider shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

### **Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Service Provider shall maintain in full force and effect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 6.3 All Insurance Policies shall name and endorse the following as additional insureds:
- The Town of Southwest Ranches.**
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Service Provider's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Service Provider's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Service Provider shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Service Provider fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Service Provider shall be deemed in default, and the Agreement shall be rescinded. Under such circumstances, the Service Provider may be prohibited from submitting future bids to Town, and shall not be entitled to any payments from Town.
- 6.6 Service Provider shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Service Provider shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Service Provider shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must



be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY**: Service Provider shall carry Commercial General Liability Insurance with limits of not less than **Two Million Dollars (\$2,000,000)** per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

6.7 Service Provider shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

6.8 Service Provider's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

**Town of Southwest Ranches**  
**Christopher J. Russo, Town Administrator**  
**6589 SW 160th Avenue**  
**Southwest Ranches, Florida 33331**  
**and**  
**Steven B. Lesser, Esq.**  
**Becker & Poliakoff, P.A.**  
**3111 Stirling Road**  
**Fort Lauderdale, Florida 33312**

6.9 If Service Provider's Insurance policy is a "claims-made" policy, then Service Provider shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

- 6.10 In any of Service Provider's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.
- 6.11 The Service Provider shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Service Provider's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be listed as an additional named insured on all of Service Provider's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, SERVICE PROVIDER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SERVICE PROVIDER'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is "Town of Southwest Ranches". This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Service Provider shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days of Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Service Provider's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or termination of this Agreement.

**Section 7: Copyrights and Patent Rights**

Service Provider warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and Service Provider agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.

**Section 8: Laws and Regulations**

Service Provider agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

**Section 9: Taxes and Costs**

All federal, state and local taxes relating to the Service Provider's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Service Provider.

**Section 10: Indemnification**

To the fullest extent permitted by law, Service Provider shall indemnify and hold harmless the Town, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent, reckless, intentional act, omission, or other wrongful act of the Service Provider, or any subcontractor, material or equipment supplier, or anyone directly or indirectly employed by any of them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity on the part of Service Provider to Town or which may otherwise exist as to any other person described in this paragraph. In any and all claims against the Town, or any of their agents or employees by any employee of the Service Provider, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited, in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor and/or supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Service Provider shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from Service Provider's negligence, recklessness or other intentional or otherwise wrongful misconduct of Service Provider, and persons employed or utilized by Service Provider relating to the performance of Work as described in the Agreement. The indemnification as provided in this paragraph shall be subject to a

monetary limitation of **One Million (\$1,000,000.00) Dollars** per occurrence, the amount of which both the Town and Service Provider each acknowledge bears a reasonable commercial relationship to the Agreement. The Service Provider shall promptly remedy all damage or loss to any property caused by the Service Provider, or any subcontractor, material or equipment, supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Service Provider are in addition to its other obligations running in favor of Town under this Agreement. Notwithstanding any other provisions of this Agreement, the Service Provider's duty to indemnify and defend Town as set forth in proposal shall survive the termination or expiration of this Agreement.

**Section 11: Non-discrimination**

Service Provider shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Service Provider shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, gender, color, religion, sex, national origin, disability, or medical status. Service Provider shall comply with all applicable sections of the Americans with Disabilities Act. Service Provider agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Service Provider, its successors, transferees, and assignees for the period during which any Work is provided. Service Provider further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

**Section 12: Sovereign Immunity**

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

**Section 13: Prevailing Party Attorneys' Fees**

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees, costs and expert witness fees incurred.

**Section 14: No Third Party Beneficiaries**

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or

construed to create or confer any benefit, right or cause of action for any third party or entity.

**Section 15: Funding**

The obligation of Town for payment to Service Provider for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 16: Manner of Performance**

Service Provider agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Service Provider agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Service Provider agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Service Provider further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Service Provider to comply with this paragraph shall constitute a material breach of this Agreement.

**Section 17: Public Records**

The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Service Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Service Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town.

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination For Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Service Provider with **thirty (30)**

**calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Service Provider shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated and no other compensation or damages shall be paid to or recovered by Service Provider in any legal proceeding against Town. Upon being notified of Town's election to terminate, Service Provider shall immediately cease performing any further Work or incurring additional expenses. Service Provider acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Service Provider, is given as specific consideration to Service Provider for Town's right to terminate this Agreement for Convenience.

**C. Termination for Cause.** In the event of a material breach by Service Provider, Town shall provide Service Provider written notice of its material breach ("Notice of Breach"). Service Provider shall thereafter have thirty (30) days from the date of its receipt of Town's Notice of Breach to cure such material breach. If Service Provider does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Service Provider's violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Service Provider for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Service Provider shall solely be paid for all Work, and Service Provider's damages are solely limited to the compensation Service Provider would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Service Provider with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Service Provider for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, Service Provider shall solely be paid for all Work, and Service Provider's damages are solely limited to the compensation Service Provider would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

**E. Immediate Termination by Town.** Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Service Provider's violation of the Public Records Act;
2. Service Provider's insolvency, bankruptcy or receivership;
3. Service Provider's violation or non-compliance with Section 11 of this Agreement;
4. Service Provider's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Service Provider's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with Town, may not be awarded or perform work as a Service Provider, supplier, or subcontractors, under a contract with Town, and may not conduct business with Town for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by Service Provider shall result in Town's immediate termination of this Agreement.

**Section 20: Use of Agreement By Other Governmental Units**

Service Provider agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Service Provider's provision of Work or services to any other governmental unit.

**Section 21: Change Orders and Modification of Agreement**

Town and Service Provider may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Agreement Sum under this Agreement if evidenced by a written Change Order executed by Town and Service Provider, with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

Neither the Town's or Town's designee's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Service Provider's performance of the Work under this Agreement, and Service Provider shall be and remain liable to the Town for all damages to the Town caused by the Service Provider's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

**Section 23: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement, irrespective of conflicts of law analysis, shall be governed by the substantive laws of the State of Florida.

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

**BY ENTERING INTO THIS AGREEMENT, SERVICE PROVIDER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

**Section 25: Gender**

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

**Section 26: Time is of the Essence**

Time is of the essence for the performance of all of Service Provider's obligations under this Agreement.

**Section 27: Days**

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

**Section 28: Entire Agreement; Written Mutual Agreement**

28.1 This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

28.2 This Agreement is binding upon the parties hereto, their successors and assigns and replaces, and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral.

**Section 29: No Amendment Or Waiver**



This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning of so construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

**Section 31: Resolution Of Disputes**

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Service Provider's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of the Agreement. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Service Provider within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

**Section 32: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.f.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

**If to Town:**

Christopher J. Russo, Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, Florida 33331

**With a copy to:**

Steven B. Lesser, Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

**If to Service Provider:**

J.D. Sullivan, president  
WellMasters, Inc.  
1635 Industrial Park Road  
Mulberry, Florida 33860

**Section 33: Miscellaneous**

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Service Provider and all persons or entities employed or otherwise retained by Service Provider are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Service Provider, whether finished or unfinished, shall become the property of Town and shall be delivered by Service Provider to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Service Provider shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Service Provider that are related to this Agreement. Service Provider shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Service Provider shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination or expiration of this Agreement, unless Service Provider is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Service Provider's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Service Provider's records, Service Provider shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

In addition, Service Provider shall respond to the reasonable inquiries of successor Service Providers, and allow successor Service Providers to receive

working papers relating to matters of continuing significance.

In addition, Service Provider shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Service Provider is an independent contractor of Town in the performing of all Work and Services under this Agreement. All Work and Services provided by Service Provider pursuant to this Agreement shall be subject to the supervision of Service Provider. In providing such services, neither Service Provider nor its agents shall act as officers, employees, representatives, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Service Provider. This Agreement shall not constitute or make Town and Service Provider a partnership or joint venture.
- D. Conflicts.** Neither Service Provider nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Service Provider's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Service Provider agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Service Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Service Provider or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Service Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Service Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision,

Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- F. **Materiality and Waiver of Breach.** Town and Service Provider agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. **Joint Preparation.** Town and Service Provider both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. **Drug-Fee Workplace.** Service Provider shall maintain a drug-free workplace.
- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Service Provider shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: **WELLMASTERS, INC.**, and **THE TOWN OF SOUTHWEST RANCHES**, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of April, 2007.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SERVICE PROVIDER:**

WELLMASTERS, INC.

By: \_\_\_\_\_  
J.D. Sullivan, President

\_\_\_\_ day of April, 2007

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**TOWN:**

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_ day of April, 2007

By: \_\_\_\_\_  
Christopher J. Russo,  
Town Administrator

\_\_\_\_ day of April, 2007

**ATTEST:**

\_\_\_\_\_  
Susan A. Owens, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Gary A. Poliakoff, J.D, Town Attorney

FTL\_DB: 1043492\_1

**BROWARD COUNTY SHERIFF'S OFFICE  
2601 W. BROWARD BLVD.  
FT LAUDERDALE, FLORIDA 33312**



**INVITATION TO BID**

**BID # 6-1-8-054**

**FOR**

**INSTALLATION, TESTING, AND REPAIR OF FIRE PROTECTION WATER WELLS**

Issue Date: June 26, 2006



**BID # 6-1-8-054  
FIRE WATER WELLS**

**INVITATION TO BID**

The Broward Sheriff's Office (BSO) will receive formal sealed bids for **Fire Protection Water Wells installation and testing services** until **3:00 p.m. on Thursday, July 27th, 2006**. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site: [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) or from the Broward Sheriff's Office Purchasing Bureau, 2601 W. Broward Blvd., Suite 3509 (3<sup>rd</sup> floor) Ft. Lauderdale, FL. 33312 (954) 831-8170.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, to accept, or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

RICK TORRES, CPPB  
Purchasing Agent II

**"Fire Protection Water Wells "**  
**Invitation To Bid # 6-1-8-054**

<b>Bid Due Date and Time &amp; Submittal Information</b>	<b><u>Page</u></b> <b>5</b>
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**“Fire Protection Water Wells”**  
**Invitation To Bid # 6-1-8-054**

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**Broward Sheriff's Office**  
**Purchasing Bureau**  
**P.O. Box 9507**  
Fort Lauderdale, FL 33310  
**Invitation to Bid # 6-1-8-054**  
**Fire Protection Water Wells**

Pursuant to the Broward Sheriff's Office Procurement Code, the Broward Sheriff's Office invites qualified firms to submit sealed bids to provide "Installation and Testing, and Repair of Fire Protection Water Wells". **Bids will be received until 3:00 PM, on Thursday, July 27, 2006 in the Purchasing Division at 2601 W. Broward Blvd., Suite 3509 (3<sup>rd</sup> Floor), Public Safety Building, Ft. Lauderdale, Florida 33312.** These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, to accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website ([www.sheriff.org/purchasing](http://www.sheriff.org/purchasing)). A tabulation sheet will be posted approximately 3 business days after bid opening. Bid results will not be given out by telephone, faxed or e-mail transmission.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment "A" Drug Free Workplace Certificate, Attachment "B" Statement of "No Bid" Form.

Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

## SECTION I - SPECIAL CONDITIONS

1. **Scope:** Bids are hereby invited to establish firm-fixed pricing in accordance with the General Conditions and other provisions of this bid for **Installation, testing, and repair of fire protection water wells** for BSO's Fire Rescue Division, as specified on Section III
2. **Term of the Contract:** BSO intends to award an Agreement for an initial term of One (1) year, with the option to renew the Agreement for up to an additional one (1) year term by mutual agreement in writing. This Agreement may be canceled by BSO in, its sole discretion for non-performance (default). **BSO will issue a Blanket Purchase order within two weeks of notification of award until the end of the fiscal year and subsequent Blanket Purchase Orders will be issued for each fiscal year until the completion of the Agreement awarded under this Invitation To Bid.**
3. **Basis of Award:** It is the intent of BSO to award this solicitation to a single vendor. However, award will be made to the lowest responsive and responsible bidder and the best interests of the Broward Sheriff's Office.
4. **Delivery and Acceptance:** Delivery is FOB destination and should commence within 15 calendar days after receipt of a purchase order.
5. **Pricing:** All prices bid shall be firm for 90 days, and shall include all costs associated with the requirements as outlined in this ITB.
6. **Performance and Payment Bond:** At the option of BSO, the successful bidder may be required to provide to the Sheriff's Office a one hundred percent (100%) performance and payment bond, in a form approved by the Sheriff's Risk Management Division, executed by a surety insurer registered to do business in the state of Florida, to guarantee the faithful performance of this agreement. This bond shall be kept in full force and effect throughout the life of this agreement. The surety company must be rated no less than "B" as to management, and no less than class "V" as to financial strength. The amount of the required bond shall not exceed five percent (5%) of the reported policy holders surplus as reported in the latest (1989 or later) edition of best's day rating guide, published by Alfred M. Best Company, Inc.

**Insurance:**

- 7.1. Throughout the term of this agreement and for all applicable statutes of limitation periods, contractor shall maintain in full force and effect the insurance coverages set forth in this article.
- 7.2. All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a best's rating of A-VI or better.
- 7.3. All Insurance Policies shall name and endorse the following as additional insureds: The Broward Sheriff's Office, the Sheriff, Broward County, The Board of Commissioners of Broward County.
- 7.4. All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable for this project.
- 7.5. If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to BSO and if not submitted with the executed agreement in no event to exceed three (3) calendar days after request to submit certificate of insurance, the Successful Bidder shall be in default, and the contract shall be rescinded. Under such circumstances, the Bidder may be prohibited from submitting future bids to BSO.
- 7.6. Contractor shall carry the following minimum types of Insurance:
  - A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000)

dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

7.7. Contractor shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of this certificate of Insurance or endorsements evidencing the types of Insurance and coverages required by this article prior to beginning the performance of work under this agreement and, at any time thereafter, upon request by BSO.

7.8. Contractor's Insurance Policies shall be endorsed to provide Sheriff with at least sixty-(60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn: Contract Manager  
2601 W. Broward Blvd.  
Ft. Lauderdale, Florida 33312

Broward Sheriff's Office  
Attn: Director, Risk Management  
2601 W. Broward Blvd.  
Ft. Lauderdale, Florida 33312

7.9. If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

7.10. In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

7.11. The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

7.12. The provisions of this article shall survive the expiration or termination of this agreement.

\* \* \* \* END OF SECTION I \* \*

## SECTION II - GENERAL CONDITIONS

### 1. **Submission and Receipt of Bids:**

- 1.1 Bidders should use the "BID" Form furnished herein.
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions may result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
- 1.3.1 Your return mailing address in the upper left-hand corner.
- 1.3.2 Bid Number & Title on the outside of your sealed bid envelope.
- 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to vendor's failure to properly label the envelope shall not be accepted.
- 1.3.4 IF HAND DELIVERING YOUR BID, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TIME IN ORDER TO ACCESS THE CHECK-IN PROCEDURE AT THE PUBLIC SAFETY BUILDING. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:
- |                          |                                    |
|--------------------------|------------------------------------|
| <b>BY U.S. MAIL</b>      | <b>BY COURIER OR HAND DELIVERY</b> |
| Broward Sheriff's Office | Broward Sheriff's Office           |
| Purchasing Division      | Purchasing Division                |
| PO Box 9507              | 2601 W. Broward Blvd.              |
| Ft. Lauderdale, FL 33310 | Ft. Lauderdale, FL 33312           |
- 1.5 **Late bids will not be accepted and will be returned unopened at bidder's request and expense.**
- 1.6 **Multiple Submissions:** Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.

- 1.7 **Disclosure and Disclaimer:** Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
- 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office Sheriff assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
- 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this BID.
- 1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment, at its discretion, request resubmittal of a Bid.
- 1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.
2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s), and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions may result in rejection of your bid.
3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.

6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the items(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
8. **Laws and Regulations:** Bidder agrees to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.
10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the specific conditions and instructions contained herein, the specific shall govern.
11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send an e-mail to rick\_torres@sheriff.org. No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
12. **Exceptions to Specifications:** For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by BSO. If exceptions are not stated by the bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms, and/or conditions stated in this bid. Exceptions are to be listed by the bidder on an attachment included with his/her bid. BSO will **NOT** determine exceptions based on a review of any attached sales or manufacturer's literature. The technical specifications contained in this ITB are not to be considered of a proprietary nature. These specifications represent a level of quality, features, and functionality that are desired by BSO.
13. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.
14. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers,



agents and employees of BSO and Broward County and Broward County commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

15. **Nondiscrimination**: CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability, or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
16. **Sovereign Immunity**: Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
17. **Confidentiality**: To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief.

18. **Severability**: In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
19. **Enforcement**: In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs.
20. **No Third Party Beneficiaries**: This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
21. **Funding**: The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
22. **Manner of Performance**: Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes.

Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

23. **Public Records**: The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
24. **Agreement/Contract**: Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement.
25. **Assignment**: No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO'S sole discretion.
26. **Waiver or Breach**: It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and

duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this Contract and shall not be construed as a modification of this Contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.

27. **Termination:** The Contract may be terminated upon the following events:

- a) **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
- b) **Termination Without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- c) **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
- d) **Termination for Lack of Funds.** In the event the funds to finance this Contract become unavailable or are not allocated by Broward County, or other funding source applicable, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
- e) **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
  - i. CONTRACTOR's violation of the Public Records Act;
  - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
  - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or
  - iv. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of this Bid.

Notwithstanding any other provisions of this Contract, the CONTRACTOR's duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.

28. **Drug Free Workplace Certification by Vendor:** All bidders must complete the attached "Drug Free Workplace Certification by Vendor", and submit it with their bid. **Failure to do so may result in rejection of your bid.**

29. **Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
30. **Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review in Purchasing .
31. **Identical Tie Bids:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more tie bids, which are equal with respect to price, quality, and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace program shall be given preference in the award process. If the tied bidders all have a Drug-Free Workplace program, the contract or purchase will be awarded to a local responsible bidder. Local bidder is defined as a bidder whose business office is located within the South Florida tri-county region of Broward, Palm Beach, and Miami-Dade counties. If there is a tie bid among local bidders, or among non-local bidders, preference will be given to a certified minority business enterprise (MBE). If none of these conditions exist, or there is more than one local and/or MBE, the Purchasing Manager will determine which bid will be selected, based upon the best interest of BSO.
32. **Requests for Additional Information or Clarification(s):** Requests for additional information or clarification regarding this BID must be received five (5) business days prior to the bid opening date and should be directed, in writing, and e-mailed to [rick\\_torres@sheriff.org](mailto:rick_torres@sheriff.org) , or via facsimile transmission to (954) 765-4006. No verbal requests for information or clarification will be honored. The person submitting the request shall be responsible for its timely delivery.
33. **Addenda/Information Letter:** At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an Addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the BSO Purchasing Bureau at (954) 831-8170 or visit the website to determine if addenda were issued and to make such addenda a part of their bid.
34. **Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement if determined to be in its best interest. Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not require formal acknowledgment. The BSO shall not be responsible for oral information given by any BSO employee or other person. The issuance

of a written Information Letter or an addendum is the only official method whereby interpretation, clarification or additional information can be given.

35. **Statement of "No Bid"**: If your firm chooses not to submit a bid, please complete and return the attached "Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitations to Bids may result in your firm being removed from our Vendor's List.

**\*\*\* END OF SECTION II \*\*\***

**\*\*\* SECTION THREE \*\*\***

**FIREWELL SPECIFICATIONS**

Specifications listed below are for the installation, testing, and repair of fire protection water wells to be located in areas of Broward County. Locations for installation of fire wells will be specified by the Broward Sheriff's Office, Department of Fire Rescue and Emergency Services, Fire Marshal's Bureau, based upon fire protection needs. Contractor shall be responsible for determining suitability of well sites selected by Fire Marshal's Bureau.

1. Fire wells shall provide a minimum flow of six hundred and fifty (650) gallons per minute for design A firewell specifications, and provide a minimum flow of five hundred (500) gallons per minute for design B firewell specifications. The depth of the well is dependent upon providing the required gallons per minute flow output. In no case shall any firewell depth be less than fifty (50) feet for design A firewells and less than one hundred (100) feet for design B firewells.
2. Well casings shall be a minimum six inches (6") interior diameter, black steel pipe (minimum Schedule 40) and shall be bitumastic coated at least thirty inches (30") below and six inches (6") above grade level. A steel drive shoe is required with a six foot (6') lead below it.
3. Well discharge shall be completely free of rock, gravel and sand.
4. Minimum water draw down of four feet (4') during water delivery.
5. Wells shall be tested in the presence of an authorized fire official, and water delivery during testing shall be at a minimum flow of six hundred and fifty (650) gallons per minute for design A firewell specifications, and at a minimum flow of five hundred (500) gallons per minute for design B firewells specifications. The testing period shall be for a minimum of two (2) hours. Well reports (samples attached) shall be completed by the well contractor and submitted to the Fire Marshal's Bureau.
6. A 6" X 5" reducing elbow shall be provided as shown in the attached sketch, and the elbow shall be further provided with a brass four-and-one-half (4 ½") hose thread adapter (A.N.S.H.T.). A four-and-one-half (4 ½") inch hose thread cap shall be provided to prevent damage to threads. The cap shall have a one-and-one-half (1 ½") inch five-sided nut to fit standard hydrant wrenches. The Fire Department connection shall not be more than thirty-six (36") inches nor less than twenty-four (24") inches above grade level.
7. A four (4") inch thick, twenty-four (24") diameter concrete pad shall be provided by the well contractor.
8. Three 1/4" X 1" X 8" steel straps shall be welded at each pipe joint, as noted on the attached sketch, and shall be equally spaced around the pipe.
9. Exposed portions of well shall be painted to match county standard hydrant color. (CHROME YELLOW / WITH REFLECTIVE ADDITIVE). Blue reflective approved roadway markers shall be installed on roadways to indicate firewell locations in accordance with Fire Marshal's Bureau specifications.
10. Required permits and approvals must be obtained by the contractor for each well:
  - A. South Florida Water Management District (SFWMD), Water Use Permit.
  - B. Broward County, Traffic Engineering Division, if applicable.
  - C. Building Department of jurisdiction, if applicable.
11. Payment: Upon completion completed copies of the following shall be submitted before payment.
  - A. Invoice with Purchase Order No. and Location of corresponding firewell.
  - B. Firewell Acceptance Test Form (See Attachment on next page # 18)
  - C. South Florida Water Management District, Well Completion Report



ATTACHMENT  
FIREWELL ACCEPTANCE TEST FORM

DATE: \_\_\_\_\_ FIREWELL #: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

MEASURE POINT IS: \_\_\_\_\_

WHICH IS \_\_\_\_\_ FEET BELOW LAND SURFACE.

STATIC WATER LEVEL IS \_\_\_\_\_ FEET BELOW MEASURE POINT.

MAXIMUM DRAW DOWN WAS \_\_\_\_\_ FEET BELOW MEASURE POINT.

DISCHARGE AT MAXIMUM DRAW DOWN WAS \_\_\_\_\_ G.P.M..

DURATION OF TEST WAS \_\_\_\_\_ HOURS. (MINIMUM TWO (2) HOURS)

SIGNED:

\_\_\_\_\_, CONTRACTOR

\_\_\_\_\_, FIRE MARSHAL'S BUREAU

NOTE: THIS FORM IS TO BE COMPLETED AND SIGNED BY THE CONTRACTOR. THIS FORM MUST ALSO BE SIGNED BY A REPRESENTATIVE OF THE BROWARD SHERIFF'S OFFICE, DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES, FIRE MARSHAL'S BUREAU THAT WITNESSED THE PUMPING TEST.

\*\* END OF SECTION III \*\*

**SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS**

1. **BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understands, accepts and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

BID SHEET

FIREWELLS

ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
25	Design A Firewell Specification Fire Well 6" X 50' 650 GPM Minimum (Minimum depth of 50')	\$_____	\$_____
10	Design B Firewell Specification Fire Well 6" X 100' 500 GPM Minimum (Minimum depth of 100')	\$_____	\$_____
5	Firewell Cap – Part Only	\$_____	\$_____
10	Firewell Upright, Elbow, and Threaded Connection with Installation.	\$_____	\$_____
5	Firewell Abandonment - SFWMD Approved	\$_____	\$_____
	<b>TOTAL</b>		<b>\$_____</b>

Warranty will be for a minimum, one (1) year, Parts and Labor on new installations. Repairs shall have a 90 days warranty on Parts & Labor.

Emergency or other repairs, diagnosis, or problems not covered above, the following labor rate will apply:

Labor rate per hour: \$ \_\_\_\_\_



**IMPORTANT!!! THIS SECTION MUST BE SIGNED FOR BID TO BE CONSIDERED, PER  
GENERAL CONDITIONS SECTION II, PARAGRAPH 3.**

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
\* Manual Signature of Company Officer

\_\_\_\_\_  
Date

**NAME & ADDRESS OF COMPANY SUBMITTING BID:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # \_\_\_\_\_

COMPANY TELEPHONE NUMBER: (    ) \_\_\_\_\_ FAX #: (    ) \_\_\_\_\_

TITLE OF SIGNER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

SIGNER TELEPHONE NUMBER: (    ) \_\_\_\_\_ FAX #: (    ) \_\_\_\_\_

**2. Acknowledgement of Addenda:**

Number of Addenda Issued \_\_\_\_\_

3. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (**that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration**) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes \_\_\_\_\_ Name(s) and Position(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No \_\_\_\_\_

4. **Pending Litigation:** Submit information on any pending litigation and any judgements and settlements of court cases that have occurred within the last three years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE (SEE SECTION I). Advance payments will not be made.

**\*\*\*\* END OF SECTION IV \*\*\*\***

ATTACHMENT "A"  
DRUG FREE WORKPLACE CERTIFICATION BY VENDOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The vendor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_(title)

of \_\_\_\_\_ known to me to be the person

described herein, or who produced \_\_\_\_\_ as

identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

ATTACHMENT "B"

STATEMENT OF "NO BID" FORM

COMPANY NAME:

AUTHORIZED SIGNATURE:

BID # 6-1-8-054 FIRE PROTECTION WATER WELLS

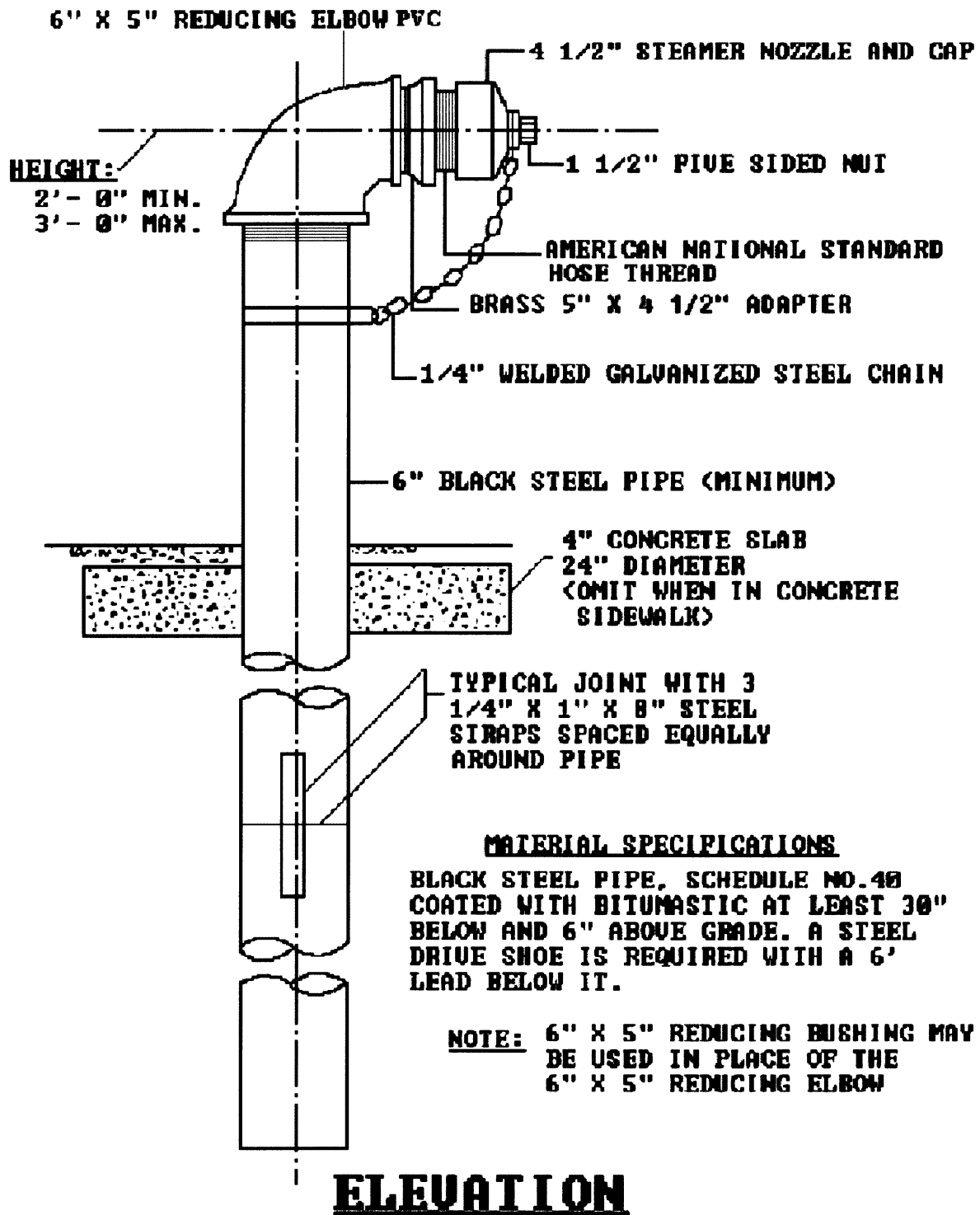
WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- INSUFFICIENT TIME TO RESPOND.
- DO NOT OFFER THIS PRODUCT/SERVICE.
- UNABLE TO MEET SPECIFICATIONS.
- UNABLE TO MEET SERVICE REQUIREMENTS.
- WORKLOAD DOES NOT ALLOW US TO BID.
- SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE.
- OTHER (PLEASE SPECIFY):

\_\_\_\_\_  
\_\_\_\_\_

PLEASE RETURN TO:

BROWARD SHERIFF'S OFFICE  
PURCHASING DIVISION  
P.O. BOX 9507  
FORT LAUDERDALE, FL 33310



**BROWARD SHERIFF'S OFFICE**

TABULATION

LOW PRICE AWARD BY:  
 ITEM OR GROUP ITEM:  
 SHADED GROUP: xxxxxxx

INSTALLATION, TESTING, AND REPAIR OF FIRE PROTECTION  
 WATER WELLS.

BID # 618054

#	QTY	DESCRIPTION	VENDOR	EXT.	VENDOR	EXT.	VENDOR	EXT.	VENDOR	EXT.
			<b>ATLANTIC COAST DRILLING</b>		<b>JAFFER ASSOCIATES</b>		<b>FLORIDA DESIGN DRILLING CORP.</b>		<b>(AKA WELLMASTERS) JRS GEOSERVICES</b>	
1	25	DESIGN "A" FIREWELL 6 x 50 .Min. Depth 50'	\$6,500.00	\$162,500.00	\$9,850.00	\$246,250.00	\$50,000.00	\$1,250,000.00	\$4,575.00	\$114,375.00
2	10	DESIGN "B" FIREWELL 6 x 100. Min. Depth 100'	\$8,500.00	\$85,000.00	\$10,950.00	\$109,500.00	\$50,000.00	\$500,000.00	\$8,225.00	\$82,250.00
3	5	FIREWELL CAP (PART ONLY)	\$35.00	\$175.00	\$500.00	\$2,500.00	\$25.00	\$125.00	\$150.00	\$750.00
4	10	FIREWELL UPRIGHT, ELBOW, AND CONNECT WITH INSTALLATION.	\$500.00	\$5,000.00	\$1,900.00	\$19,000.00	\$500.00	\$5,000.00	\$2,000.00	\$20,000.00
5	5	FIREWELL ABANDONMENT.	\$1,500.00	\$7,500.00	\$3,500.00	\$17,500.00	\$5,000.00	\$25,000.00	\$1,500.00	\$7,500.00
		<b>GRAND TOTAL:</b>		\$260,175.00		\$394,750.00		\$1,780,125.00		\$224,875.00
		LABOR RATE PER HOUR:	\$75.00		\$125.00		\$200.00		\$150.00	

WITNESS:

RONA SANDLER

RICK TORRES, CPM. CPPB  
 PURCHASING AGENT II

**Thank You For Your Response.**

Date: 7/27/06

**Broward Sheriff's Office**  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312  
(954) 831-8900 • www.sheriff.org



## **Purchasing Bureau**

November 30, 2006

Mr. J. D. Sullivan  
President  
WellMasters, Inc.  
1635 Industrial Park Road  
Mulberry, FL 33860

Ref: Award of Bid # 618054

PD 07 24

Dear Mr. Sullivan:

This letter will serve as notification that the contract previously awarded to JRS GeoServices, Inc. is now awarded to WellMasters, Inc. In accordance with the response of JRS GeoServices to Broward Sheriff's Office Request For Bid # 618054 for the Installation, Testing, and Repair of Fire Protection Water Wells. All terms & conditions of the bid will be in effect.

The prices awarded per your response are:

Design "A" Firewell 6"x50'	\$4,575.00
Design "B" Firewell 6" x 100'	\$8,225.00
Firewell cap (part only)	\$150.00
Firewell upright, elbow, connect	\$2,000.00 (Includes installation) NOT TO EXCEED.
Firewell abandonment	\$1,500.00 (SFWMMD Approved)

BSO's Fire Rescue Division will issue a blanket Purchase Order to cover the initial period of the contract.

This award is contingent upon maintaining current valid insurance as specified on the above solicitation.

Should you have any questions, please don't hesitate to contact me at (954)831-8170. Broward Sheriff's Office thanks you for responding to our Invitation to Bid, and look forward to a good business relationship.

Sincerely,

A handwritten signature in black ink that reads 'Rick Torres'.

Rick Torres, C.P.M. / Purchasing Agent II