



Invitation to Quote (“ITQ”)

ITQ#: B-17-90

Title: Ellipticals for Pine Island Fitness Center

Brief Description of Commodity/Service/Project:

The Town of Davie is seeking informal bids for the purchase, installation, and shipping of (2) Two ProVertex E-22x Ellipticals for the Pine Island Fitness Center.

Refer to Exhibit “A” – Scope of Services for complete description of services/product to be provided.

Quote Deadline & Submittal Information

Time: 2:00 PM

Date: April 7, 2017

Location: 6591 Orange Drive Davie, FL 33314

Or via Email to: ASahadeo@davie-fl.gov

Questions

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on April 4, 2017.

Associated Exhibits

Exhibit “A” – Specifications

Exhibit “B” – Additional Information (photo)

THIS SECTION TO BE COMPLETED BY VENDOR:

Name of Company:

Company’s EIN Number:

• **Contact Person Name:**

• **Email Address:**

• **Phone Number:**

Addenda Acknowledgement: (enter issue dates below) OR No addenda were issued

Addendum No. 1 Date: _____

Addendum No. 2 Date: _____

Addendum No. 3 Date: _____



QUOTE FORM

A	B	C	D
Description	Quantity	Unit Price (in _____)	Extension Amount
Vertex E-22x Elliptical	2	\$	\$
Warranty	3 Year Parts. 1 Year Labor		\$
TOTAL AMOUNT			\$

TOTAL PRICE WRITTEN IN WORDS (column "D" above)

Delivery Time³: _____

Notes:

1. The price above includes the total cost for the work specified in this solicitation to consist of furnishing all materials, labor, equipment, supervision, fuel, transportation, overhead and profit.
2. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
3. Alternate quotations will not be considered unless authorized in the ITQ document.
4. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

Authorized Signature:		
Print Name:		
Title:		
Company Name:	EIN#:	(attach W9)
Company Address:		

Seller agrees to accept the VISA Procurement card for payment. Circle one:

YES or NO



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

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

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

Legal Name of Firm:	
Taxpayer ID No.:	
Physical Address:	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Davie? Yes___ No___	
If yes, provide the previous business name:	
Date your business was established in Town of Davie:	
Business License Number:	Date Issued:
The business employs _____ (insert a number) full time employees.	

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

Legal Name of Firm:	
Taxpayer ID No.:	
Physical Address:	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Broward County ? Yes___ No___	
If yes, provide the previous business name:	
Date your business was established in Broward County:	
Business License Number:	Date Issued:
The business employs _____ (insert a number) full time employees.	

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

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



Authorized Signatory: _____ Print Name: _____

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: _____

(print individual's name and title)

For: _____

(print name of entity submitting sworn statement)

whose business address is: _____ and (if applicable) its
Federal Employer Identification Number (FEIN) is: _____

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____ - _____ - _____).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime; or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Town of Davie
Invitation to Quote (ITQ) – Informal Solicitation



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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day _____, 20_____

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



ITQ TERMS AND CONDITIONS

Definitions:

"Town" means Town of Davie; "Seller" and "Vendor" means a business that sells goods and/or services to Town pursuant to this Invitation to Quote ("ITQ").

- 1) It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in this ITQ are encouraged to submit quotes. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at www.davie-fl.gov. ITQs are also posted on www.DemandStar.com.
- 2) Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in this ITQ, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of Seller until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the Seller and return product at Seller's expense. "Final acceptance" shall occur when all items have been received, or all work has been completed, and accepted by Town, and Town has authorized final payment to Seller.
- 3) If delivery/completion dates cannot be met, Seller shall inform Town immediately. However, such notice shall not constitute a change to the delivery/completion terms of the PO unless Town modifies the PO in writing. If any item is not received or if any element of the work is not completed by the date specified, Town, at Town's option and without prior notice to Seller, may either approve a revised date or may cancel the PO and obtain such goods or work elsewhere. Seller also shall be liable to Town for compensatory damages arising from such failure to timely perform.
- 4) Any containers, reels, or pallets shipped with supplies by Seller are to remain the property of Town unless otherwise agreed in writing.
- 5) The Town specifically reserves the right to accept all or any part of the quote, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the quote form by the Seller.

Seller's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Seller plead misunderstanding or deception because of such estimate of quantities.

- 6) No substitutions, quantity changes, price increases, etc. shall be made without a written change order to the PO.
- 7) Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

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

Seller is required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

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

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

- 8) Unless otherwise specified, all items proposed by the Seller shall include a warranty covering services, parts and/or labor for a specified period of time. The Seller shall submit information on both manufacturer and dealer warranties, where applicable, with the quote submittal. All goods furnished shall be fully guaranteed by the successful Seller against factory defects and workmanship. At no expense to the Town, the successful Seller shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Special conditions dictated in this ITQ may supersede the manufacturer's standard warranty.
- 9) All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance

Town of Davie
Invitation to Quote (ITQ) – Informal Solicitation



payments, make deposits in advance of receipt of goods, or pay C.O.D. Sellers should state any payment discount in the space provided on the proposal form.

- 10) The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the quote. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Sellers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.
- 11) Seller agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required herein, including but not limited to:
 - Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
 - Occupational Safety and Health Act (OSHA) as applicable to this contract.
 - Environmental Protection Agency (EPA), as applicable to this Contract.
 - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

- Seller and any subcontractors performing work in connection with this contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- Florida Building Code (FBC).

Notwithstanding any other provision herein, Seller shall not be required pursuant to the contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Seller, constitute a violation of any law or regulation to which Seller is subject, including, but not limited to, laws and regulations requiring that Seller conduct its operations in a safe and sound manner.

12) Local Preference:

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

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

Town of Davie
Invitation to Quote (ITQ) – Informal Solicitation



business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

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

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

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

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie

vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

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

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.
4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
5. Sole source or single source purchases.
6. The "local vendor" is either non-responsive or non-responsible.
7. All bids submitted exceed the budget amount for the project.
8. Emergency purchases.
9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

- 13) Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as

Town of Davie
Invitation to Quote (ITQ) – Informal Solicitation



indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of award by the Town.

- 14) Seller shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.
- 15) The Seller shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Seller shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - a) Worker's Compensation Insurance for all employees of the Seller as required by Florida Statute 440. Should the Seller be exempt from this Statute, the Seller and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt Seller shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
 - b) General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 per person per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
 - c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 per person per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie, 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Seller. All insurance

policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Seller hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Seller of this liability and obligation under this section or under any other section herein.

Award is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Seller to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed herein, the Seller shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Seller fails to submit the required insurance documents in the manner prescribed herein within twenty (20) calendar days after Town notification to comply, the Seller shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Seller shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Seller shall be responsible for submitting new or renewed



insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

- 16) The Purchasing Division may issue an addendum in response to any inquiry received prior to the ITQ deadline, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Seller should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this ITQ solicitation document or in any addenda issued. Where there appears to be a conflict between this ITQ and any addenda, the last addendum issued shall prevail. It is the Seller's responsibility to ensure receipt of all addenda and any accompanying documents. Seller shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their quote.
- 17) The using department will make a recommendation based upon the lowest responsive and responsible Seller whose quote conforms to the ITQ and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.

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

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

Successful Seller shall be notified in writing of award. Delivery of materials and/or services shall be performed upon receipt by successful Seller of a numbered, signed purchase order.

- 18) All employees of the Seller shall be considered to be at all times the sole employees of the Seller, under the Seller's sole direction, and not employees or agents of the Town of Davie. The

Seller shall supply competent and physically capable employees and the Town is authorized to require the Seller to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

- 19) The successful Seller shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.
- 20) Seller agrees to comply with public records laws. This includes but is not limited to:
- a) Keep and maintain public records as required by the Florida Statutes.
 - b) Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Seller does not transfer the records to the public agency.
 - d) Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the Seller or keep and maintain the public records as required by the Florida Statutes.

If the Seller has questions regarding the application of Chapter 119, Florida Statutes, to the Seller's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-



**FL.gov, 6591 Orange Drive,
Davie, FL 33314.**

- 21) The Seller shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the services by the Seller or its employees, agents, servants, partners, principals or subcontractors. The awarded Seller shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Seller expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the Seller shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.
- 22) The Seller is, and shall be, in the performance of all work services and activities herein an independent Seller, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to this ITQ shall at all times, and in all places, be subject to the Seller's sole direction, supervision and control. The Seller shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Seller's relationship and the relationship of its employees to the Town shall be that of an independent Seller and not as employees and agents of the Town.

The Seller does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for herein.

- 23) The Town may terminate this agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.

In addition to cancellation or termination as otherwise provided herein, the Town may at any time, in its sole discretion, with or without cause,

terminate the agreement by written notice to the Seller.

- 24) In accordance with Section 2-327 of the Town's Code requires that the Town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all Sellers are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.
- 25) The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.
- 26) Nothing herein shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

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Exhibit “A” – Specifications

Features

- 10” HD Touchscreen TV Display
- Analog/Digital TV
- Wi-Fi And Bluetooth
- Networking Capabilities: Fit2Go, CSAFE, ANT+
- Media Capabilities: Facebook, YouTube, HD TV

Technical Specs

- Adjustable Fingertip Controls
- Adjustable Stride/Incline 1-10
- Large Step-up Plate
- Heart Rate Sensors
- Ability To Receive Digital Heart Rate Monitoring Stats Via Heart Rate Chest Strap And Heart Rate Monitor
- Powder Coated Steel Frame
- Non-skid Foot Pedals
- Urethane Grips
- Upper/Lower Body Workout
- Self-Powered with Optional 120 Volt Power Requirements
- iPhone/iPod Compatibility
- Headphone Jack
- USB Port
- Dual Setting Fan With Adjustable Vent
- Accessory Tray
- Cup Holder
- Book Rack
- Maximum User Weight: 400lbs

Delivered to/Installed in:

Town of Davie ATTN: Rochelle Kelvos
Pine Island Pool
3800 SW 92nd Avenue
Davie, FL 33328



Exhibit “B” – Additional Information (Photo)



Promaxima Vertex E-22x Stock Photo