

Solicitation BLD2124731B1

Pressure Cleaning Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid BLD2124731B1 Pressure Cleaning Services

Bid Number **BLD2124731B1**
Bid Title **Pressure Cleaning Services**

Bid Start Date **Jul 25, 2022 4:24:18 PM EDT**
Bid End Date **Aug 10, 2022 2:00:00 PM EDT**
Question & Answer
End Date **Aug 3, 2022 5:00:00 PM EDT**

Bid Contact **Mary Moss**
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Bid Contact **Marlyn Mahabeer**
Purchasing Agent
Purchasing
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Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**
Pre-Bid Conference **Aug 1, 2022 10:00:00 AM EDT**
Attendance is optional
Location: Call-in Phone Number: (754) 900-8519

Conference ID: 26803377#

Join Microsoft Teams Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWMxNjM2ZjEtZDZmMS00ZmFmLTNmZGltYWQ2NTY3Mm11NjVI%40thread.v2/0?context=%7b%22Tid%22%3a%229483ae6c-808a-4f02-98a1-8154c0b35bfd%22%2c%22Oid%22%3a%22ff0aeeb1-32ba-4802-aa61-1a9a1a85f171%22%7d

The virtual meeting will be hosted via Microsoft Teams. If the Vendor does not have Microsoft Teams, the Vendor may use the call-in option. Prior to the meeting, please email the name of all individuals participating, name of firm, and email address to mmoss@broward.org. Then, log into the above phone number, and further instructions regarding participation will be given once the meeting begins.

If you require any auxiliary aids for communication, please call (954) 357-6066 so that arrangements can be

made in advance.

Bid Comments

Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services, and incidentals for the Pressure Cleaning Service at bus terminals, garages and other Broward County facilities in accordance with specifications and requirements as set forth herein.

Goal Participation: This solicitation is reserved for Broward County certified County Business Enterprises (CBE) firms (CBE Reserve). CBEs and non-CBEs may respond to this solicitation. Refer to the Office of Economic and Small Business Requirements: CBE Reserve for additional information.

Basis of Award: The basis of award shall be to the lowest, responsive, and responsible Vendor by Group. Refer to Special Instructions for additional information.

The Living Wage Ordinance applies to this solicitation and the resultant contract. Refer to Living Wage Ordinance Requirements section for additional information.

Additional Offer Field: Line items include an offer field for "Percentage of Price Attributed to Labor Portion of Service". Vendor is instructed to provide the percentage of the price that is attributed to the labor portion of this service line.

Workforce Investment Program applies to this contract. Refer to Workforce Investment Program Requirements section for additional information.

Bid Allowance Amounts: This solicitation includes pass-thru allowances. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on the final bid tabulation.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Submittals: Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to- Government. Refer to the [Purchasing Division website](#) or contact Periscope S2G, Supplier-to- Government for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to- Government for technical assistance.

Item Response Form

Item	BLD2124731B1-01-01 - Imported Item Lot: Broward Central Bus Terminal, Downtown, Daily
Quantity	1095 day
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor Portion of Service	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 1095

Description

Daily Pressure Cleaning Services, Downtown Ft. Lauderdale Bus Terminal location per Specifications and Requirements. Pricing shall be for

each daily service.

Item	BLD2124731B1-01-02 - Imported Item Lot: West Regional Bus Terminal, Weekly
Quantity	156 week
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 156

Description

Weekly Pressure Cleaning Services, West Regional Bus Terminal location per Specifications and Requirements. Pricing shall be for each weekly service.

Item	BLD2124731B1-01-03 - Imported Item Lot: Northeast Transit Center Bus Terminal, Weekly
Quantity	156 week
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 156

Description

Weekly Pressure Cleaning Services, Northeast Transit Center Bus Terminal location per Specifications and Requirements. Pricing shall be for each weekly service.

Item	BLD2124731B1-01-04 - Imported Item Lot: Lauderhill Mall Transit Center Bus Terminal, Weekly
Quantity	156 week
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 156

Description

Weekly Pressure Cleaning Services, Lauderhill Mall Transit Center Bus Terminal location per Specifications and Requirements. Pricing shall be for each weekly service.

Item	BLD2124731B1-01-05 - Imported Item Lot: Government Center East 350 Garage, Quarterly		
Quantity	12 quarter		
Unit Price	<input type="text"/>		
Percentage of Price Attributed to Labor	<input type="text"/>		
Portion of Service			
Delivery Location	Broward County Board of County Commissioners		
	<u>Refer to Specifications and Requirements</u>		
	N/A		
	N/A FL 33301		
	Qty 12		

Description

Quarterly Pressure Cleaning Services, Government Center East 350 Garage location per Specifications and Requirements. Pricing shall be for each quarterly service.

Item	BLD2124731B1-01-06 - Imported Item Lot: Government Center East, 1200 Garage, Semi Annual		
Quantity	6 semi annual		
Unit Price	<input type="text"/>		
Percentage of Price Attributed to Labor	<input type="text"/>		
Portion of Service			
Delivery Location	Broward County Board of County Commissioners		
	<u>Refer to Specifications and Requirements</u>		
	N/A		
	N/A FL 33301		
	Qty 6		

Description

Semi-Annual Pressure Cleaning Services, Governmental Center East 1200 Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-07 - Imported Item Lot: Governmental Center West Garage, Semi Annual		
Quantity	6 semi annual		
Unit Price	<input type="text"/>		
Percentage of Price Attributed to Labor	<input type="text"/>		
Portion of Service			
Delivery Location	Broward County Board of County Commissioners		
	<u>Refer to Specifications and Requirements</u>		
	N/A		
	N/A FL 33301		
	Qty 6		

Description

Semi-Annual Pressure Cleaning Services, Governmental Center West Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-08 - Imported Item Lot: West Regional Library Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, West Regional Library Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-09 - Imported Item Lot: Edgar P. Mills Center Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, Edgar P. Mills Center Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-10 - Imported Item Lot: South Regional Courthouse Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, South Regional Courthouse Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-11 - Imported Item Lot: Transit O&M South Parking Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, Transit O&M South Parking Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-12 - Imported Item Lot: BC Judicial Complex East Parking Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, BC Judicial Complex East Parking Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-13 - Imported Item Lot: BC Judicial Complex South Parking Garage, Semi Annual
Quantity	6 semi annual
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 6

Description

Semi-Annual Pressure Cleaning Services, BC Judicial Complex South Parking Garage location per Specifications and Requirements. Pricing shall be for each semi-annual service.

Item	BLD2124731B1-01-14 - Imported Item Lot: Pressure Cleaning, Additional Services, Flat Surface 25,000 sq. ft and under
Quantity	1950000 square foot
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 1950000

Description

Pressure Cleaning, Additional Services. Pricing shall be for each square foot for flat surface 25,000 sq. ft and under.

Item	BLD2124731B1-01-15 - Imported Item Lot: Pressure Cleaning, Additional Services, Flat Surface 25,001 sq. ft and over
Quantity	4500000 square foot
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 4500000

Description

Pressure Cleaning, Additional Services. Pricing shall be for each square foot for flat surface 25,001 sq. ft and over.

Item	BLD2124731B1-01-16 - Imported Item Lot: Pressure Cleaning, Additional Services, Structures 1 ft. high thru 17 ft. high
Quantity	525000 square foot
Unit Price	<input type="text"/>
Percentage of Price Attributed to Labor	<input type="text"/>
Portion of Service	
Delivery Location	Broward County Board of County Commissioners Refer to Specifications and Requirements N/A N/A FL 33301 Qty 525000

Description

Pressure Cleaning, Additional Services. Pricing shall be for each square foot for structures 1 ft. high thru 17 ft. high.

Item	BLD2124731B1-01-17 - Imported Item Lot: Pressure Cleaning, Additional Services, Structures over 17 ft. high		
Quantity	1950000 square foot		
Unit Price	<input type="text"/>		
Percentage of Price Attributed to Labor	<input type="text"/>		
Portion of Service			
Delivery Location	Broward County Board of County Commissioners		
	<u>Refer to Specifications and Requirements</u>		
	N/A		
	N/A FL 33301		
	Qty 1950000		

Description

Pressure Cleaning, Additional Services. Pricing shall be for each square foot for structures over 17 ft. high

Contract

SPECIFICATIONS AND REQUIREMENTS

1. SCOPE OF SERVICES

- 1.1. The purpose of this solicitation is to establish a contract with a qualified bidder for **Pressure Cleaning Services** at bus terminals, garages and other Broward County-owned or operated facilities in accordance with specifications and requirements as set forth herein.
- 1.2. The awarded bidder shall provide all labor, materials, tools, equipment, and incidentals (including water if not available at the facility) necessary to perform the work as specified below and in any exhibits.
- 1.3. Vendor shall use approved means to remove dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, bird droppings, gum and any other deposits or films which may be present on structures, hardscapes, equipment (including light fixtures and security cameras), or accessories at properties covered by this contract.

2. GENERAL REQUIREMENTS

- 2.1. Wherever Contract Administrator is used throughout this Specifications and Requirements it is intended as the Contract Administrator or assigned designee.
- 2.2. Vendor shall be responsible for the collection and disposal of loose trash, debris and dirt found in the work areas prior to pressure washing. The trash, debris and dirt must be removed from Broward County (County) property.
- 2.3. Vendor shall take care to avoid marring or damaging all painted surfaces, light fixtures, security camera equipment, structures, vegetation, and other facilities in the areas of work. Any costs for repairs or damage shall be the responsibility of the Vendor.
- 2.4. Vendor shall provide a point of contact that can be reached 24 hours a day, 7 days a week and shall include email, fax, telephone, and cell phone. The point of contact shall be used for communicating with the County for all issues relating to the contract, including but not limited to Vendor's performance, work assignment, scheduling, and emergencies. The Vendor may elect to assign the role of the point of contact and field supervisor/project manager to one person.
- 2.5. Vendor's on-site senior lead employee or supervisor at any County property must be able to clearly communicate in the English language, both verbally and in writing.
- 2.6. Vendor shall provide on-site supervision of its employees performing work.
- 2.7. Vendor shall ensure personnel is trained in customer service and shall always conduct themselves in a professional manner. Usage of profane language and/or threatening behavior will not be tolerated.
- 2.8. All employees and subcontracted employees will be considered sole employees of the Vendor and not an employee or agent of Broward County.

2.9. The County may require the Vendor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Removal must be coordinated with Contract Administrator, not arbitrarily instituted by any County employee.

2.9.1. Such request may be made by the Contract Administrator or using agency representative on a basis of unprofessional appearance, demeanor, or if conduct of such employee has been deemed to be unsatisfactory.

2.9.2. Vendor shall provide replacement staff that will be acceptable to Contract Administrator immediately.

2.10. Vendor shall be obligated to ensure their employees are trained and medically cleared for work with all cleaning products used in the implementation of this contract. The Vendor shall also provide personal protection equipment (PPE) for their employees in compliance with each product's safety data sheet.

2.11. Vendor's personnel shall be in company uniform with company logo when on site at County locations.

2.12. Vendor and staff shall be fully versed with details and specification requirements of this contract and shall only communicate with Contract Administrator regarding project scope and other applicable details.

2.13. Vendor is not expected to generate hazardous waste while performing these services. If Vendor believes hazardous waste will be generated while providing a requested service, Vendor must notify the Contract Administrator before proceeding.

2.14. If Vendor identifies hazardous waste dumped or spilled on a County property Vendor is servicing, Vendor must immediately contact the Contract Administrator via phone to discuss the situation and determine the appropriate course of action.

2.15. Vendor is required to be familiar with all applicable Federal, State, County, City and Local laws, regulations, and codes.

3. LOCATIONS AND CLEANING SCHEDULE

3.1. Garages – 9 Total (see **Exhibit A**)

3.2. Bus Terminals and Transit Centers – 4 Total (see **Exhibit A**)

3.3. Estimated square footage amounts listed for the garages and bus terminals capture the walkable and drivable areas of each property. However, the scope includes pressure cleaning these areas and all full height walls, all partial height walls and all other surfaces and items adjacent to, attached to and above these areas.

4. CLEANING SPECIFICATIONS - GARAGES

4.1. All Garages

4.1.1. Pressure clean all garage surfaces compatible with the service, including but not limited to:

- a. Ceilings, beams, overhangs pipes, and light fixtures
- b. Doors, windows, full height walls, partial height walls, columns, and signs
- c. Floors, walkways, sidewalks, curbs, ramps, drive lanes, parking spots, parking bumpers, bollards, and storm drain covers
- d. Stair treads, stair risers, stair landings, stairway walls, hand railings, and pipes
- e. Dumpster(s) enclosures and storage areas

4.1.2. Remove all oil and/or grease stains from all surfaces.

4.1.3. Remove all chewing gum from all surfaces.

4.1.4. Remove all fuel stains accumulating from vehicle exhaust.

5. CLEANING SPECIFICATIONS – BUS TERMINALS AND TRANSIT CENTERS

5.1. Broward Central Bus Terminal (Daily)

5.1.1. Pressure clean all terminal surfaces compatible with the service, including but not limited to:

- a. Four (4) passenger walkways
- b. One (1) center walkway
- c. One (1) walkway between public restrooms
- d. Four (4) bus drive lanes and all pavement at the north and south ends of those drive lanes
- e. All oil and/or grease stains in the twenty-four (24) bus parking bays
- f. All pavers in front of office building facing NW 1st Avenue
- g. All stairways and exterior wall surfaces
- h. Dumpster enclosure
- i. Building along NW 1st Avenue to include all surfaces, excluding roof, and include breezeway between restrooms and supervisor's office
- j. Underside of crosswalk and canopies
- k. Ceramic tile structure at corner of Broward Boulevard and 1st Avenue
- l. Roof(s) over stairwells at the south end of each lane
- m. All vertical structures including, but not limited to, railings, garbage cans, bollards, light fixtures, security cameras, and benches
- n. Entire underside of canopy for lanes A thru D

5.1.2. Remove all oil and/or grease stains from all surfaces.

5.1.3. Remove all chewing gum from all surfaces.

5.1.4. Remove all fuel stains accumulating from vehicle exhaust.

5.2. West Regional Bus Terminal (Weekly)

5.2.1. Pressure clean all terminal surfaces compatible with the service, including but not limited to:

- a. Passenger walkway
- b. All concrete surfaces
- c. Platform perimeter of bus lane
- d. All oil and/or grease stains in bus parking bay
- e. Tactile warning strip
- f. All bollards and exterior wall surfaces
- g. Drainage storms
- h. Building to include all surfaces, excluding roof, and inclusive of walkways around building
- i. Concrete surrounding architecture site
- j. All vertical structures including, but not limited to, railings, garbage cans, light fixtures, security cameras, and benches

5.2.2. Remove all oil and/or grease stains from all surfaces.

5.2.3. Remove all chewing gum from all surfaces.

5.2.4. Remove all fuel stains accumulating from vehicle exhaust.

5.3. Northeast Transit Center (Weekly)

5.3.1. Pressure clean all transit center surfaces compatible with the service, including but not limited to:

- a. Passenger walkway
- b. All concrete surfaces
- c. Platform perimeter of bus lane
- d. Tactile warning strip
- e. All bollards and exterior wall surfaces
- f. Landscape ring
- g. Drainage storms
- h. Building to include all surfaces, excluding roof

- i. Underside and top of canvas canopy to remove mold
- j. Concrete surrounding architecture site
- k. Dumpster enclosure
- l. All vertical structures including, but not limited to, railings, garbage cans, light fixtures, security cameras, and benches

5.3.2. Remove all oil and/or grease stains from all surfaces.

5.3.3. Remove all chewing gum from all surfaces.

5.3.4. Remove all fuel stains accumulating from vehicle exhaust.

5.4. **Lauderhill Transit Center** (Weekly)

5.4.1. Pressure clean all transit center surfaces compatible with the service, including but not limited to:

- a. Passenger walkway
- b. All concrete surfaces
- c. Platform perimeter of bus lane
- d. All bollards and exterior wall surfaces
- e. Building to include all surfaces, excluding roof, and inclusive of walkway between restrooms and security office
- f. Concrete surrounding architecture site
- g. All vertical structures including, but not limited to, railings, garbage cans, light fixtures, security cameras, and benches

5.4.2. Remove all oil and/or grease stains from all surfaces.

5.4.3. Remove all chewing gum from all surfaces.

5.4.4. Remove all fuel stains accumulating from vehicle exhaust.

6. **ADDITIONAL SERVICES**

6.1. Pressure Cleaning Services at County-owned locations other than those detailed in **Exhibit A** are strictly **Additional Services** and must be performed only at the request of the County on an as-needed basis through issuance of a purchase order.

6.2. Additional services must **not** be considered or included as a scheduled or guaranteed service.

6.3. Additional services costs are based on the specifics of the area being pressure washed and the applicable Additional Services unit price.

- 6.4. When an additional service requires a lift to complete the scope of work the Vendor's cost to rent the lift can be charged as a **pass-thru allowance** expense. See *Equipment and Materials Required* section for more details.
- 6.5. Duration of time allowed to complete additional services will be determined in consultation with the Contract Administrator, noted on the proposal and noted on the Purchase Order.

7. ADDITION OR MODIFICATION OF LOCATIONS

- 7.1. Additional Locations may be added to **Exhibit A** of this contract or current locations on **Exhibit A** may be modified by an Amendment, at the County's option, and with the agreement of the Vendor.
- 7.2. Locations to be added may include, but are not limited to, expansions or additions to existing properties and acquisition or construction of new properties.
- 7.3. If the County makes significant structural changes to an existing property that impacts Vendor's cost in providing the service anticipated by this contract such change may be treated as a new property and the procedures provided for in this section may be followed in determining an appropriate price.
- 7.4. Calculating the cost per square foot for the existing service and applying it to the areas subject to adjustment may be used to determine incremental adjustments in cost due to expansions or contractions of existing properties.
- 7.5. In the event the areas added or subtracted are not comparable in-service needs to the existing areas covered under the Contract an appropriate adjustment may be made with the recommendation of the Contract Administrator and approval of the Purchasing Director.
- 7.6. In the event the County wishes to add other properties under the Contract, a quote may be requested from the Vendor for the new location.
- 7.7. Pricing modifications will be negotiated by the Contract Administrator based upon pricing in the solicitation for a location with similar requirements.
- 7.8. If the County is not satisfied with the results of the negotiation, the County may solicit proposals from other Vendors currently providing service to other groups or properties under comparable County contracts.
- 7.9. In the event only one Vendor is providing service the new requirements may be filled with a new solicitation.
- 7.10. The cost of the Additional Locations will be derived from the cost of the existing locations with similar type service usage and size. Price will be mutually agreed upon by the County and Vendor.
- 7.11. Any modifications or changes to this contract must be by written Amendment, mutually agreed upon by both parties, and issued through the Purchasing Division.

8. TERMINATION OF LOCATIONS

- 8.1. In the event the County shall sell, vacate, abandon, terminate or otherwise dispose of or no longer require the Vendor to provide services for a property to which this contract applies, all existing contracts, agreements, or services applicable to such location, the portion of this solicitation that applies to such location is so terminated.
- 8.2. The County will give Vendor written notice of such terminations, at a minimum, thirty (30) days in advance.

9. QUALITY ASSURANCE

- 9.1. The Vendor agrees to do work covered under this contract, carry out specifications and agrees to execute the work in a professional manner.
- 9.2. Vendor further agrees to follow instructions, issued by the Contract Administrator as per Scope of Services referenced herein.
- 9.3. Quality of work performed by the awarded Vendor shall conform to best standards and accepted practices of the trade(s) involved and be executed by competent personnel skilled in their respective trade.
- 9.4. Vendor shall notify the Contract Administrator of service completions on the day of completion for each location via email but no later than close of business the next day.
- 9.5. County will inspect the completed work within three (3) business days of completion notification and approve payment and invoices if the work is satisfactory and meets the contract requirements.
- 9.6. Contract Administrator retains the right to be the sole judge in determining whether the Vendor has adequately performed the services and duties stated in the contract.
- 9.7. All unsatisfactory work is required to be corrected and satisfactorily completed by the Vendor at no additional charge within three (3) days after notification to the Vendor and before payment is approved. Failure to correct unsatisfactory work may result in non-payment for services.
- 9.8. Any damage to Broward County property by Vendor must be reported to the County immediately.

10. EQUIPMENT AND MATERIALS REQUIRED

10.1. Exhibit A Properties and Additional Services

- 10.1.1. Vendor shall use a pressure cleaning unit which:
 - a. Produces a minimum of 3,000 psi (pounds per square inch) sustained pressure.
 - b. Has a minimum flow rate of 8 gpm (gallons per minute).
 - c. Produces an output water temperature of at least 200 degrees Fahrenheit.
 - d. Is designed to add cleaning products to the pressurized water.

- 10.1.2. Vendor shall provide at least 500 feet of high-pressure hose.
- 10.1.3. Vendor shall use high pressure surface cleaners to clean all flat, ground level surfaces; walking surfaces; parking surfaces and driving surfaces and must minimize overspray of water and cleaning products on plant materials.
- 10.1.4. Vendor shall provide ladders, extension ladders and other equipment or devices required to service the properties.
- 10.1.5. Vendor shall transport such equipment between properties without causing any delay in services.

10.2. **Exhibit A Properties**

- 10.2.1. Vendor shall provide scissor lifts, hydraulic lifts, or any other type of lift as part of the service unit price submitted for each property.
- 10.2.2. **Exhibit A** properties are **all-inclusive** pricing. **Pass-thru allowance** for parts, materials, lift equipment rental, etc. is prohibited.

10.3. **Additional Services**

- 10.3.1. If any type of lift or swing stage is needed to provide the service, it must be rented by Vendor and approved by the Contract Administrator. In such a case the cost of the rental can be submitted as a **pass-thru allowance** expense.
- 10.3.2. No mark up is allowed on **pass-thru allowance** expenses.

10.4. Vendor is not permitted to store equipment at the job site.

10.5. All equipment shall be Occupational Safety and Health Administration (OSHA) approved as applicable.

11. **CLEANING PRODUCTS**

- 11.1. Pressure washing is to use as few chemicals as possible. When a service is to be performed, Vendor will test an area to determine if just water will produce contract-compliant results. If so, just water shall be used.
- 11.2. If cleaning products are needed, such products must be certified as compliant with the Environmental Protection Agency's Safer Choice Direct Release Criteria and approved by Contract Administrator, in writing, prior to use.
- 11.3. If Vendor, at the time of bid, plans to use cleaning products on this contract, Safety Data Sheets for those products should be submitted as part of the bid.
- 11.4. The cost of cleaning products is included in the service unit prices.

12. DELIVERABLES

12.1. Upon completion of scheduled cleaning services, Vendor shall provide the County with either a Daily or Weekly **Cleaning Checklist Form**.

12.1.1. The checklist is to:

- a. Include all items detailed in the Cleaning Specifications sections for each individual location.
- b. Indicate date service was completed.
- c. Denote any areas of concern.
- d. Be signed by the employee who performed the cleaning services.
- e. Be submitted to the Contract Administrator via email.
- f. Be included with Vendor's monthly invoice.

12.2. For daily services a schedule of intended day to day cleanings must be provided to Contract Administrator a week beforehand or a set schedule to be followed each day of the week must be provided at the start of the contract and updated as needed.

13. INVOICES / BILLING INSTRUCTIONS (in addition to GENERAL CONDITIONS)

13.1. Upon satisfactory completion, the awarded Vendor shall submit a monthly invoice to the Contract Administrator.

13.2. Failure to provide a proper invoice / documentation may cause delay in processing payment.

13.3. Payment will be made after services have been rendered, accepted, and properly invoiced.

13.4. Vendor shall not be paid for work completed that was not authorized by the County.

13.5. All invoices must be submitted to and received by the Broward County Accounting Division (accountspayable@broward.org) within 30 calendar days of goods and/or services being provided.

13.6. For all purchase orders issued by the Facilities Management Division, a courtesy copy is to be sent to FMDpayables@broward.org. Other Using Agencies may require a copy of invoice(s) to be sent to different locations.

13.7. Payments for completed services and/or accepted goods will be made monthly, upon receipt of a proper invoice and required supporting documentation.

13.8. The County's financial system requires that each invoice line cannot exceed the corresponding purchase order line item. A new purchase order will be issued for any additional charges and a separate invoice may be requested for the additional purchase order.

13.8.1. Invoices shall be legible and must include the following:

- a. Broward County purchase order number.
- b. Broward County contract number and title.
- c. Work order number (if applicable).
- d. Requestor's name and telephone number.
- e. Requesting agency name, such as Facilities Management Division.
- f. Date(s) of service.
- g. Detailed description and location of work performed.
- h. Number of worked hours, labor/unit rates and totals of each.
- i. Names of the Vendor's technicians who completed the work.
- j. Vendor's Invoice Number, Invoice numbers should not be repeated or reused.
- k. Pass-thru allowance requirements to be itemized as detailed herein and in Special Instructions to Vendors.
- l. A copy of the Vendor's invoice from his supplier for any equipment to be paid on pass thru.
- m. Preventative Maintenance Checklist/Report when required of the services provided.
- n. Monthly Utilization Report (MUR) when required.

13.9. Refer to the purchase order for the appropriate contact person for questions regarding the services requested (either listed as the Requestor or listed in the description on the center of the page).

14. QUALIFICATION CRITERIA

- 14.1. Prior to contract award, the apparent low, responsive, responsible bidder will be required to demonstrate their equipment and expertise of staff. The cleaning method used by the Vendor must be able to meet or exceed a level of cleanliness as set forth by the Contract Administrator.
- 14.2. The Vendor will demonstrate their equipment capabilities in meeting the temperature and pressure requirements.
- 14.3. Sole determination of a bidder's capability to perform services of this contract will be determined by the Contract Administrator.
- 14.4. If Vendor intended for award is unable to meet or exceed desired level of cleanliness, said Vendor will be considered non-responsible and award evaluation shall proceed to the next low responsive bidder.
- 14.5. Broward County reserves the right to evaluate this bid in relation to performance record of Vendor with the County itself, other municipalities, and/or private corporations during the past three (3) years for contracted work of similar size and nature (as per Vendor Questionnaire, Reference section). Such precautions are deemed to be in Broward County's best interest since Vendor failure or inability to furnish adequate services within the prescribed time may impose unnecessary hardship to Broward County or to the public.

15. POST AWARD MEETING

- 15.1. Within ten (10) business days after receiving notification of award, a Post Award Meeting will be scheduled between the Contract Administrator and awarded Vendor to review contract requirements, procedures, checklists and address other general questions as it relates to this contract.
- 15.2. Contract Administrator will provide the awarded Vendor with the names and contact information for the Building Manager at each location at the Post Award Meeting.

End of Section

Contract

Exhibit A**Properties and Cleaning Schedules****Pressure Cleaning Services**

Item	Description	Property ID	Frequency	Period	Pressure Cleaning Allowed On	Pressure Cleaning Allowed Between	Approx. Total Sq. Ft.
1	Governmental Center East - 1200 Garage 151 SW 2nd Street Fort Lauderdale, FL 33301	1001-0003	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	430,080
2	Governmental Center East - 350 Garage 101 SW 1st Avenue Fort Lauderdale, FL 33301	1001-0004	Quarterly	Weekends	Sat & Sun	7 am - 7 pm	155,832
3	Broward Central Bus Terminal (Downtown) 101 NW 1st Avenue Fort Lauderdale, FL 33311	1001-0007	Daily*	Overnight	Sun - Sat	10 pm - 5 am	145,100
4	Governmental Center West Garage 1 N University Drive Plantation, FL 33324	1002-0002	Semi-Annual	Weekends	Sat & Sun	7 am - 7pm	216,864
5	West Regional Bus Terminal 100 N Pine Island Road Plantation, FL 33324	1031-0002	Weekly**	Overnight	Sun	11 pm - 6 am	20,000
6	West Regional Library Garage 111 NW 84th Avenue Plantation, FL 33324	1031-0005	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	92,384
7	Edgar P. Mills Center Garage 900 NW 31st Avenue Fort Lauderdale, FL 33311	1039-0002	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	105,957
8	South Regional Courthouse Garage 3550 Hollywood Boulevard Hollywood, FL 33021	1041-0002	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	82,616
9	Transit O&M South - Parking Garage 5440 Anglers Avenue Fort Lauderdale, FL 33312	1049-0002	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	86,500
10	BC Judicial Complex - East Parking Garage 540 SE 3rd Avenue Fort Lauderdale, FL 33301	1051-0006	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	694,800
11	BC Judicial Complex - South Parking Garage 612 South Andrews Avenue Fort Lauderdale, FL 33301	1051-0007	Semi-Annual	Weekends	Sat & Sun	7 am - 7 pm	439,496
12	Northeast Transit Center (Bus Terminal) 304 Hammondville Road Pompano Beach, FL 33060	1084-0001	Weekly**	Overnight	Sun	11 pm - 6 am	40,000
13	Lauderhill Mall Transit Center (Bus Terminal) 1359 NW 40th Avenue Lauderhill, FL 33313	1130-0001	Weekly**	Overnight	Sun	11 pm - 6 am	72,150

*	All daily service requirements are to <u>start</u> at 10 pm each night with a <u>minimum</u> of two staff persons for a <u>minimum</u> of 4 hours of active work each day; All service requirements are to be completed at least once per week. Vendor will develop a rotational schedule accordingly to ensure that facility has been thoroughly cleaned.
**	All weekly service requirements are to <u>start</u> at 11 pm Sunday night, and continue each subsequent night until completed.

**SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO GENERAL CONDITIONS)**

A. Scope:

Vendors are invited to respond for an open-end contract to provide Pressure Cleaning Services for the Facilities Management Division and various other Broward County agencies that may have need of these services and products.

B. Contract Type:

Open-End/Indefinite Quantity Contracts. This solicitation is not for a definite quantity of goods or services and is for an open-end/indefinite quantity contract. The County shall purchase the guaranteed minimum quantity of goods or services (if any) stated in the solicitation but may exceed that minimum amount, and the Contractor shall provide all amounts ordered by the County, limited only by any maximum quantity stated in the solicitation. The County may issue purchase orders on this solicitation as and when required; issue a blanket purchase order for individual agencies; issue instructions for use of direct purchase orders by various County agencies; procure amounts above any stated guaranteed minimum quantity by any method from any other source(s); or do any combination of the foregoing. No delivery of goods or performance of services shall become due or be accepted without a written purchase order and delivery instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if Contractor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract.

The initial contract period shall start on date of award, or upon expiration of the current contract (November 25, 2022), whichever is later and shall terminate three (3) years from that date. The Director of Purchasing may renew this contract for two (2) one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

C. Multiple Awards:

Not applicable to this solicitation.

D. Price Adjustment/Escalation:

All prices, terms and conditions shall remain fixed for the first twelve-(12) month of the contract. Following the twelve-(12) month period, price increases may be accepted by the Director of Purchasing in accordance with the following procedure. No more than one price increase will be accepted during each renewal period.

1. Prices as reflected on the Item Response Form shall be applicable for the first twelve-(12) month period. Pricing for subsequent twelve-(12) month periods shall be subject to adjustments, upward or downward, on each anniversary date in accordance with the subsections below:
 - a. Not less than ninety (90) calendar days prior to the anniversary date and any subsequent renewal period, Contractor may make application for price adjustment in writing accompanied by Contractor's documentation to substantiate the need for adjustment and addressed to the Broward County Director of Purchasing ("Director of Purchasing") through the Contract Administrator for the upcoming contract

renewal period. Documentation shall be supplied by the Contractor to substantiate the increase request and to verify the amount or percentage of increase. The Contractor's request shall be submitted on official company letterhead, dated, and signed by an authorized company official, and include the manufacturer's certification of costs and effective date. The Contractor's failure to provide the required supporting information for a price adjustment by the established deadline shall be deemed a waiver of the price adjustment and the Unit Prices shall remain unchanged for the upcoming contract renewal period. Late submissions for price adjustments to unit prices shall not be considered.

- b. Price adjustment is limited to one (1) adjustment per twelve-(12) month period at the change in the consumer prices or three percent (3%), whichever is less. Changes in the consumer prices shall be based on the identified Employment Cost Index ("ECI"). The Contract will not be subject to any retroactive increases. The Director of Purchasing will determine if the requested adjustment is in the best interest of the County based upon provided documentation and current market conditions.
- c. Adjustments: The Contractor shall provide the Contract Administrator with copies of the published ECI for the preceding twelve months from the date of application along with the Contractor's calculations for the percentage of change in the ECI, and the resulting increase or decrease for the Item Response Form Prices.
 - i. Consumer price changes are calculated as follows: multiply the maximum percentage adjustment approved by County Purchasing Director (increase or decrease) and accepted by Contractor by the total labor cost to determine the adjusted labor cost component of the Agreement unit prices; add the resulting labor component to the non-labor component to determine the adjusted unit prices.
 - ii. The ECI used for the calculation to be applied is the Employment Cost Index ("ECI") Table 5. Compensation (not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry as published by the U.S. Department of Labor, Bureau of Labor and Statistics per the latest index (<https://www.bls.gov/data/>). If there is no change in the ECI, there will not be an increase or decrease in the unit prices.
 - iii. Should the U.S. Department of Labor discontinue publication of the identified index, then the Contract Administrator shall designate a reasonably similar index.
- d. All submissions shall be presented in the same format as the Item Response Form and with copies of the appropriate ECI index and all calculations used to support price adjustments. Late submissions for adjustments to increase unit prices shall not be considered.
- e. Under no circumstances should the percentage of adjustment (increase or decrease) exceed three percent (3%) for any contract renewal period. Adjustments in excess of three percent (3%) may be considered by providing supporting justification for review and final decision by the Director of Purchasing.
- f. This Section does not affect the Contractor's responsibility to comply with the County's Living Wage Ordinance and Contractor shall not pass-through increases in labor costs related to the Living Wage to the County.

Written notification will be sent to the Contractor of the Director of Purchasing's decision to accept or not accept the price adjustment. If the request for adjustment is accepted, the new price will apply only to orders placed after the written acknowledgement by the County, but not until the contract renewal period/term date.

In the event of non-acceptance of such revision, the Contractor shall continue the Contract at the existing contracted unit price until the end of the contract term inclusive of extended period(s). Any orders placed prior to the effective date will not be affected by approved price changes and shall be invoiced at the unit price in effect at the time the order was placed. Contractor will complete delivery and the County will receive delivery on any orders placed with the Contractor prior to the renewal date even if no adjustment is granted by the Director of Purchasing.

E. Specifications and Requirements:

Specifications and Requirements are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

F. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

Vendor shall perform the Work with its own organization, amounting to not less than 50% percent of the Contract Price.

G. Requests for Approved Equals:

Not applicable to this solicitation.

H. Office of Economic and Small Business Requirements:

This solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve). Refer to **the Office of Economic and Small Business Development Requirements** for requirements.

I. Ownership Disclosure Requirements

Vendor must submit a completed Ownership Disclosure Form at the link below.

1. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
2. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsible.
3. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.
4. Link for form submittal: [Ownership Disclosure Form](#).

- J. Federal Transit Administration Requirements:
Not applicable to this solicitation.
- K. Maintenance and Service Requirements
Refer to the Specifications and Requirements.
- L. Licensing Requirements:
Not applicable to this solicitation.
- M. Certification Requirements:
Not applicable to this solicitation.
- N. Public Bid Disclosure Act:
Not applicable to this solicitation.
- O. Permits and Fees:
Not applicable to this solicitation.
- P. Drug Free Workplace Certification
Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The Vendor certifies that it has established a drug free workplace program in accordance with the requirements of [Section 1-71, et seq.](#), of the Broward County Code of Ordinances (Procurement from Businesses with Drug-Free Workplace Program).
- Q. Prevailing Wage Rates:
Not applicable to this solicitation.
- R. Liquidated Damages:
Not applicable to this solicitation.
- S. Payment:
This solicitation includes allowances for Parts, Materials and Lift/Rental Equipment not included on the Item Response Form, but is required to complete the scope. The annual estimated amount is \$13,750.

The following shall apply for payment of allowances:

- a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.
- b. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
- c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
- d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.

- e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
- f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

T. Basis of Award

The basis of award shall be to the lowest, responsive, and responsible Vendor by Group. Refer to Special Instructions for additional information. For additional information refer to the General Conditions, Section B.7.

End of Section

Contract

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to the County to contract with the County and includes as a material part of that offer Vendor’s agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive.

The Broward County Procurement Code (“Procurement Code”), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division’s website at: www.broward.org/purchasing. Submission of a response constitutes Vendor’s agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor’s Signature on Vendor’s Response.

By Vendor including its digital or electronic signature on the response:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting the response is authorized to sign on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the County within the last three (3) years, unless otherwise noted in Vendor’s response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.071, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt from disclosure under Florida public records laws (collectively, "Trade Secret Materials"), Vendor must separately submit and conspicuously label the Trade Secret Materials as "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Trade Secret Materials in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the Terms and Conditions of the Solicitation.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

- (a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the solicitation or addendum is posted on the EBS.
- (b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the proposed award or ranking is posted on the Purchasing Division's website.
- (c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

17. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

Unless exempt under applicable law, any Vendor maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division ("Business Tax Receipt") prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

20. Samples.

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

21. "Or Equal" Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that

the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

2. Orders and Quantities.

The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Sec on 218.70, Florida Statutes, and the Prompt Payment Policy, Sec on 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds.** In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

(c) **For Convenience.** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR § 1910.147, Hazardous Energy Control. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items that the County determines do not meet the specifications requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Contractor represents and certifies that if Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the contract, or if Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to the County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, Florida 33301-1801

Contractor must identify in its response a designated person and address to whom notice shall be sent when required by the contract.

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment;tiSubcontractors.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. Criminal History Screening. [Generally applicable to contracts over \$100,000]

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

18. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

19. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and
- (d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

21. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not

waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

24. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

25. Independent Contractor.

The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

26. Regulatory Capacity

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

27. Sovereign Immunity

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

28. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

29. Compliance with Laws; Code Requirements.

Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor and its subcontractors must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

30. E-Verify.

Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section,

County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

31. Ownership Disclosure Form.

By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by the County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, single-use plastic beverage straws, or single-use plastic stirrers, as set forth in more detail in Sec on 27.172, Broward County Administrative Code.

33. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

Rev. 6/22/2022

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - ☐ Corporation (specify the state of incorporation):
 - ☐ Sole Proprietor
 - ☐ Limited Liability Company (LLC)
 - ☐ Limited Partnership
 - ☐ General Partnership (State and County filled in)
 - ☐ Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM: Name:
 - Title:
 - E-mail:
 - Telephone No.:
 - Name:
 - Title:
 - E-mail:
 - Telephone No.:

Generic e-mail for purchase orders:

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
- a)
- b)
- c)
- d)
12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- a)
- b)
- c)
- d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☐ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
- ☐ Yes ☐ No
15. Specify the type of services or commodities your firm offers:
-
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
-
17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- ☐ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchase?
- ☐ Yes ☐ No ☐ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
- ☐ Yes ☐ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
- ☐ Yes ☐ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☐ No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
- ☐ Yes ☐ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- ☐ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.
- ☐ Yes ☐ No
25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing
- ☐ Yes ☐ No

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.
- Select One:

- ☐ Vendor certifies that this offer is made independently and free from collusion; or
- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.
27. Participation in Solicitation Development:
- ☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.
- ☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

28. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

29. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No
30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.
☐ Yes ☐ No

31. What equipment does your firm own that is available for this contract?

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

Contract

LITIGATION HISTORY FORM

- A. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- ☐ There are no material cases for this Vendor; or
- ☐ Material Case(s) are disclosed below:

Is this for a: (check type)

- ☐ Parent Company
- ☐ Subsidiary
- ☐ Predecessor Firm
- ☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count:

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

If Judgement is Against is Judgement Satisfied? Yes: ☐ No: ☐

Attach copy of any applicable Judgement, Settlement Agreement and Satisfaction of Judgement.

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Contract

Office of Economic and Small Business Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and non-CBEs may respond to the solicitation.
- C. The CBE with the lowest responsive and responsible Bid, or with the highest-ranked responsive and responsible Proposal, as compared to all other CBEs (the "CBE Presumptive Awardee"), shall be awarded the contract if the CBE Presumptive Awardee meets the following requirements, as applicable:
 - (1) Monetary Differential: The total Bid or Proposal amount of the CBE Presumptive Awardee: (a)(i) does not exceed Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than ten percent (10%); or (b)(i) exceeds Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than five percent (5%); and
 - (2) Points Differential: For competitive solicitations in which the Proposals are assigned point totals, after deducting the points awarded for price from the total points awarded to each applicable Proposal, the total points assigned to the CBE Presumptive Awardee: (a) for Proposals that do not exceed Three Million Dollars (\$3,000,000), are not more than ten percent (10%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE; or (b) for Proposals that exceed Three Million Dollars (\$3,000,000), are not more than five percent (5%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE.

If the CBE Presumptive Awardee does not meet the above requirements, as applicable, then the CBE with the next lowest responsive and responsible Bid, or the next highest-ranked responsive and responsible Proposal, as compared to all other CBEs, will be deemed the CBE Presumptive Awardee and awarded the contract if the CBE Presumptive Awardee meets the above requirements, as applicable. If no CBE Presumptive Awardee meets the above requirements, as applicable, the award shall be made to the non-CBE that submits the lowest responsive and responsible Bid, or the highest-ranked responsive and responsible Proposal, provided the Director of Purchasing determines the total amount of the Bid or Proposal is fair and reasonable, unless (a) the Director of Office of Economic and Small Business Development (OESBD) issues a written determination that re-solicitation with modified specifications is likely to result in one or more Bids or Proposals from CBEs that would be eligible to receive the contract award; and (b) the Director of Purchasing issues a written determination that the delay occasioned by re-solicitation would not materially harm the County's interests.

- D. If a non-CBE is awarded the contract because no CBE with capacity to perform the work submits a responsive and responsible Bid or Proposal, or because no CBE meets the applicable requirements stated above, any contract awarded to a non-CBE must include at least a twenty-five percent (25%) CBE goal (unless the CBE goal is waived or otherwise modified by Board action).
- E. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- F. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends to subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section G below).
- G. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as a matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.

1. Vendor should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI) for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE. The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all of the required supporting information. The is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- H. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- I. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.
- J. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.
- K. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>
- L. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- M. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
 1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
 4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
 5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
 6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and

extension terms, is a condition of the County's payment of Vendor under the contract
This is also available online at:
www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

Revised May 1, 2021

Contract

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid**. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response**. Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

☐ **Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

☐ **Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
- for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

- ☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

- ☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (joint venture) composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION

The completed and signed should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

<input type="text"/>	<input type="text"/>	<input type="text"/>
VENDOR NAME	TITLE	DATE

REVISED MAY 1, 2021

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and a. 215.4725 Florida Statutes regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

Workforce Investment Program Requirements:

- A. In accordance with [Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program](#) (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize [CareerSource Broward](#) (CareerSource) and their contract partners as a firstsource for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
 10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification may be obtained on the Office of Economic and Small Business Development website:
broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program

(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Revised May 1, 2021

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in Periscope S2G.

1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:
2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:
3. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

Contract

LIVING WAGE ORDINANCE REQUIREMENTS AND AFFIDAVIT FORM

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at:
www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
- I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
- J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
- K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

Contract

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in Periscope S2G.

Covered Employer: _____

Address: _____

Local Contact: _____

E-Mail Address: _____

Address: _____

Contract _____

Amount: _____

Using Agency _____

Served: Solicitation _____

No. and Title: _____

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. ☐ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.
- B. ☐ Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach Additional sheets in the format above, if needed)

I, _____ of _____ hereby
attest that(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principal officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature

Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____,

20____

STATE OF _____

COUNTY OF _____

Public)

My commission expires: _____
(SEAL)Notary Public (Sign name of Notary)

Personally Known ☐

or Produced Identification ☐

Type of Identification Produced:

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: \$ _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

- ☐ **(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

- ☐ **(LWO 26.103(f)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

- (1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature

Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

STATE OF _____

COUNTY OF _____

My commission expires: _____ (SEAL)

Notary Public (Sign name of Notary Public)

Personally Known ☐

or Produced Identification ☐

Type of Identification Produced: _____

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge. All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
 - a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: ☐ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations

are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all

deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Pressure Cleaning Services
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY If herbicide, fungicide, pesticide or other chemical application is involved			Each Claim:		
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) * All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2022.04.01
12:50:58 -04'00'

Risk Management Division

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: <https://www.broward.org/purchasing>.

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022

Question and Answers for Bid #BLD2124731B1 - Pressure Cleaning Services

Contract

Answer

- The estimated annual maximum usage is \$1,110,672.00 with a 3-year initial term. (Answered: Aug 2, 2022 4:53:55 PM EDT)

Question 7

Can you please supply us with the current contract and include current itemized billing amounts? (Submitted: Aug 1, 2022 11:33:41 AM EDT)

Answer

- To receive information from the current contract you must submit a public records request by emailing PurchasingRecords@broward.org. (Answered: Aug 2, 2022 4:53:55 PM EDT)

Question 8

If the yearly allowance is \$41,250.00 that assumes a cost of about \$0.004/sq ft. And this is not including the Broward Central Bus Terminal (Downtown), which is expected to be cleaned daily. Is the county really expecting all this work to be completed for that amount? (Submitted: Aug 2, 2022 9:22:42 AM EDT)

Answer

- Per the Special Instructions to Vendors, Section S., the solicitation has an annual Pass-Thru allowance in the estimated amount of \$13,750. Since the initial term is three years, the \$41,250 is derived from the \$13,750 annual amount x 3-year initial term. Additionally, the estimated annual maximum usage is \$1,110,672.00 with a 3-year initial term. (Answered: Aug 2, 2022 4:53:55 PM EDT)

Question 9

In the current contract for these services did the county request for all services as advertised. If not which locations did not receive the required frequencies? (Submitted: Aug 2, 2022 2:11:36 PM EDT)

Answer

- Yes, with the exception of the 350 Garage which was completed semi-annually. Past performance is a guideline, not a guarantee of future service requirements. (Answered: Aug 2, 2022 4:53:55 PM EDT)

Question 10

How many times a week to pressure wash downtown Ft.Lauderdale terminal (Submitted: Aug 3, 2022 10:40:10 AM EDT)

Answer

- 7 days a week, 365 days a year. Per Exhibit A. Properties and Cleaning Schedules, the Frequency is daily. (Answered: Aug 5, 2022 6:06:01 PM EDT)

Question 11

Section 3.3. states the square footage shown only represent the walkable and drivable surfaces. Do you have an approximate of the square footage including walls, canopies, other surfaces etc.? (Submitted: Aug 3, 2022 12:06:15 PM EDT)

Answer

- No. Bidders are welcome to visit the garages and bus terminals and make their own assessments. (Answered: Aug

5, 2022 6:06:01 PM EDT)

Question 12

In section 5.1.1 (f). All pavers in front of office building facing NW 1st Avenue. Is that referring to all the pavers on the entire block of the bus terminal or just the pavers in front of the building only? (Submitted: Aug 3, 2022 12:11:37 PM EDT)

Answer

- Per the Specifications and Requirements, Section 5.1.1 (f) includes all pavers on the entire site. In addition, refer to the following Sections:

5.1.2. Remove all oil and/or grease stains from all surfaces.

5.1.3. Remove all chewing gum from all surfaces. (Answered: Aug 5, 2022 6:06:01 PM EDT)

Question 13

In section 5.1.1. (n). Entire underside of canopy for lanes A thru D. Is that the entire underside of the bus terminal? If yes what is the square footage of the canopy? (Submitted: Aug 3, 2022 12:16:01 PM EDT)

Answer

- No. Bidders are welcome to visit the bus terminal and make their own assessment. (Answered: Aug 5, 2022 6:06:01 PM EDT)

Question 14

Section 12.2. For daily services a schedule of intended day to day cleaning must be provided to Contract Administrator a week beforehand or a set scheduled to be followed each day of the week must be provided at the start of the contract and updated as needed. The only location to be serviced daily is the downtown terminal. If the terminal is cleaned on a nightly basis, what cleaning schedule is being requested? (Submitted: Aug 3, 2022 12:29:27 PM EDT)

Answer

- The Central Bus Terminal receives daily cleaning. Exhibit A states, "All daily service requirements are to start at 10 pm each night with a minimum of two staff persons for a minimum of 4 hours of active work each day; All service requirements are to be completed at least once per week.

Vendor will develop a rotational schedule accordingly to ensure that facility has been thoroughly cleaned."

The service requirements are listed in Section 5.1.

The daily service schedule is to indicate on which day the Vendor is cleaning which part of the terminal to meet the requirement that all service requirements, at a minimum, are completed at least per week.

For example, the underside of the canopy needs to be cleaned once per week. It doesn't need to be cleaned every night, but FMD needs to know which night the Vendor is cleaning the underside of the canopy so that work can be inspected the next day. (Answered: Aug 5, 2022 6:06:01 PM EDT)

Question 15

How is this quantity broken down? Is it given all at once or over the period of 3 years?

***** Item BLD2124731B1-01-14 - Imported Item Lot: Pressure Cleaning, Additional Services, Flat Surface 25,000 sq. ft and under Quantity 1950000 square foot

Contract