

Briggs Management & Associate, LLC 8191 NW 91st Terrace, Suite 8, Medley, FL info@briggsmanagement.com License Number: EF20000720

# Formal Bid Protest – ITB No. BLD2130352B1 CCTV Installation, Maintenance & Repair (Port Everglades)

Date: 08/29/2025

# **ISSUED BY:**

Briggs Management & Associate, LLC Eddy Perrault Jr Address: 8191 NW 91st Terrace, Suite 8, Medley, FL 33166 O: (954) 361-2324

Email: info@briggsmanagement.com

# **ISSUED TO:**

**Director of Purchasing-Broward County Purchasing Division** 

115 S. Andrews Avenue, Room 212

Fort Lauderdale, Florida 33301

# **PURPOSE & NOTES:**

### • 1. Introduction and Standing

Briggs Management & Associates LLC ("BMA") hereby submits this Formal Bid Protest pursuant to Section 21.65 of the Broward County Procurement Code. BMA has a direct and substantial interest in this procurement as the apparent low bidder on ITB BLD2130352B1.

# • 2. Timeliness of Protest

The Notice of Intent to Award was issued on or about August 22, 2025. This protest is being filed within five (5) business days, as required under the Code. This filing is therefore timely.

### • 3. Basis for Protest

BMA protests the County's determination of non responsive on the following grounds:



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### a. County's Own Request for Supplemental References

On August 5, 2025, Port Everglades staff requested that BMA provide three additional vendor references specific to CCTV projects of higher contract value. BMA promptly submitted the requested information. This demonstrates BMA's responsiveness and good faith compliance. The County's later claim that these references could not be considered because they "contradicted or materially altered" our original submission is inconsistent with the Procurement Code. Section 21.40(b)(4) explicitly allows the Director to request additional information on matters affecting responsibility.

### **b. Staff Confirmation of Sufficiency**

On August 13, 2025, prior to the Award/Rejection Memorandum, Mr. Vincent Truzeo (Program Coordinator, Port Everglades) confirmed in writing that BMA's qualifications submission was "sufficient and satisfactory." This contemporaneous record directly conflicts with the subsequent finding of non responsive.

### c. Failure to Consider Executive Experience as Allowed by Law

Florida Statute § 287.057(3)(a) provides that a public agency may evaluate not only firm references but also the qualifications and project experience of key personnel and executive leadership. BMA's principals, Mr. Eddy Perrault and Mr. Vilakshan Murarka, bring more than 50 years of combined public-sector experience in CCTV and integrated security systems. Mr. Perrault has served as permit holder on projects across Miami-Dade and Broward Counties totaling over 3,000 CCTV cameras and exceeding \$15 million in value. This relevant experience directly supports BMA's ability to perform and should have been considered.

### d. Procedural Inconsistency in Rejection Record

The Award/Rejection Authority Memorandum dated August 15, 2025 documents the rejection of another bidder (4BB Corp) on that date. However, no corresponding rejection date is provided for BMA. This omission calls into question whether BMA's proposal was fairly and timely evaluated in accordance with Procurement Code requirements.

### e. Arbitrary and Capricious Determination

Taken together, the County's actions—requesting and receiving supplemental references, confirming their sufficiency, but later disregarding them—amount to an arbitrary and capricious application of the responsibility standard. This undermines the principle of fair competition, particularly given BMA's position as apparent low bidder.

### 4. Relief Requested

BMA respectfully requests that the Director of Purchasing:

- 1. Acknowledge and stay the award of ITB BLD2130352B1 pending resolution of this protest.
- 2. Reconsider the non-responsive finding in light of evidence that the County requested and initially accepted BMA's supplemental references.



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3. Allow submission of additional documentation consistent with Procurement Code § 21.40(b)(4).

### 5. Attachments

- Email from Vincent Truzeo (Aug. 13, 2025) confirming sufficiency of qualifications.
- Port Everglades request for additional references (Aug. 5, 2025).
- Award/Rejection Authority Memorandum (showing 4BB rejection date but not BMA).
- Correspondence between BMA and County staff regarding references.

### 6. Conclusion

BMA values its relationship with Broward County and is committed to delivering high-quality CCTV and security services at Port Everglades. However, the circumstances of this award process reveal procedural errors and inconsistent application of the Procurement Code. For these reasons, BMA respectfully requests reconsideration of the responsibility determination and a stay of award pending resolution.

Respectfully Submitted,

**Eddy Perrault Jr** 

**Managing Partner** 

#### SUMMARY OF VENDOR RIGHTS FOR 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.

### 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 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 Broward County 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), RFPs, RFQs, 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 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 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 Broward County 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 Broward County 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 Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

### **Cone of Silence:**

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 Broward County Board of County Commissioners takes other action which ends the solicitation, as stated in more detail in the Cone of Silence Ordinance.

Any violations of the Code of Silence Ordinance by any vendor or 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 <u>Cone of Silence Ordinance</u>, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Form Date 9/9/24

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: <a href="https://www.broward.org/purchasing">www.broward.org/purchasing</a>. Submission of a response constitutes Vendor's agreement to be bound by the Procurement Code as applied to this solicitation.

### A. GENERAL PROVISIONS

### 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 responses 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 119.07, 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 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 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 (all references to "days" in these General Conditions mean calendar days, unless otherwise expressly stated) 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.

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 the deadline for submission of responses, 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 not 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. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor or give preference to a Vendor based on the Vendor's social, political, or ideological interests. 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 comply with all applicable state or local business licensing requirements. 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. 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 Sections 215.473 or 215.4725, 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. Entities of Foreign Concern.

If Vendor or any subcontractor will have access to an individual's personal identifying information under the awarded contract, Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Vendor and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by the County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this solicitation shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

### 15. 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.

#### 16. Cone of Silence Ordinance.

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) 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. 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 or Project Description specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

### 2. 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 the 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, or as otherwise authorized by Section 21.53 of the Procurement Code. 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 and, if applicable, Chapter 212, 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.

# 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, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 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 in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator ("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 the County determines do not meet the specification requirements of the solicitation. Upon written notice from the County, Contractor must remove the rejected items at its own expense within five (5) 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 and professional services contracts (as defined in Sections 725.06 and 725.08, 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 breach of this contract by Contractor or 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 and professional services contracts (as defined in Sections 725.06 and 725.08, 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 response to the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The notices address for Contractor shall be the business address and any of the authorized contact(s) specified in the Vendor Questionnaire. The notices address for the County shall be as follows:

Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301-1801

Email: <u>PurchasingSupport@broward.org</u>

The notice addresses 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.

### 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 PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.

### 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; Subcontractors.

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.

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 the 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) 357-6066, PURCHASINGRECORDS@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 declaration or 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 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. Contractor shall make all such records and documents available electronically in common

file formats or via remote access if and to the extent requested by the County. 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. Contractor shall provide the County with reasonable access to Contractor's facilities, and the County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract.

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 reveals 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, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of the County's audit. Any adjustments or payments due 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.

### 28. Third-Party Beneficiaries.

Neither Contractor nor the County intends to primarily or directly 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 <a href="https://www.broward.org/econdev/Pages/forms.aspx">https://www.broward.org/econdev/Pages/forms.aspx</a>, 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 Section 27.172, Broward County Administrative Code.

### 33. Iron and Steel Products

If this contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

### 34. Anti-Human Trafficking

Contractor hereby attests that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, an authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

### 35. 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.

#### D. CONSTRUCTION PROVISIONS

### 1. Applicability; Order of Precedence.

This Section D applies only to contracts for construction or construction services, including labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property, and, if so applicable, prevails in the event of any conflict with any other provision of these General Conditions, the solicitation, or the applicable Ordering Documents.

### 2. Ordering Documents; Change Orders; Change in Time or Price.

The County shall issue orders for work under this contract through written purchase orders, work orders, field orders, change orders, or any other County-executed ordering document, which shall incorporate the applicable scope of work, specifications, quotation, or other description of the required work (collectively, "Ordering Documents"). Any extra or additional work must be approved by means of a written field order, change order, or other Ordering Documents issued by the County. The Contract Administrator may issue written field orders setting forth minor changes in the work provided there is no increase in the time to complete the work under the applicable Ordering Documents ("contract time") or the amount due to Contractor for all work under that Ordering Documents ("contract price"). Any change in the work that increases contract time or contract price must be approved through a written change order or amended Ordering Documents issued by the County. Under circumstances determined necessary by the County, change orders may be issued unilaterally by the County. Any claim by Contractor for an increase in the contract time or the contract price must be made by written notice to the Contract Administrator within five (5) days after the commencement of the event giving rise to the claim (or, if later, Contractor's first knowledge of the claim), and must state the details of the claim, the nature and cause of the claim, and the proposed effect on contract time and contract price. Within twenty (20) days after the termination of the event giving rise to the claim or by such other time as the Parties may agree in writing, Contractor must submit written documentation to the County that includes a written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the event at issue. If the Parties cannot resolve a claim for changes in contract time or contract price within twenty (20) days after receipt by the County, then the Parties shall be deemed to have reached impasse for purposes of dispute resolution (Section D.15 herein). IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR INCREASES TO CONTRACT TIME OR CONTRACT PRICE ARE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

#### 3. No Prohibited Local Government Programs.

If the construction services that are the subject of this solicitation will be paid for with any state-appropriated funds from the State of Florida, then (a) this solicitation is subject to Section 255.0991(2), Florida Statutes; (b) Section B.18 of these General Conditions does not apply to this solicitation; and (c) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances) and any other requirement or preference that would be prohibited

under Section 255.0991(2) are not applicable to this solicitation and the resulting contract. If the construction services that are the subject of this solicitation are a public works project and will be paid for with any state-appropriated funds from the State of Florida or any local funds (other than transportation surtax funding), then (a) this solicitation is subject to Section 255.0992, Florida Statutes; (b) the provisions of Section 440.102(15), Florida Statutes, apply to this solicitation and the resulting contract; and (c) the following provisions and programs do not apply to this solicitation and the resulting contract: (i) the Drug-Free Workplace Program (Section 1-71, et seq., of the Broward County Code of Ordinances); (ii) the Living Wage Ordinance (Section 26-100, et seq., Broward County Code of Ordinances); (iii) the Broward County Prevailing Wage Ordinance (Section 26-5, et seq., Broward County Code of Ordinances); (iv) the Broward County Domestic Partnership Act of 1999 (Section 16%-150, et seg., Broward County Code of Ordinances); (v) the Broward County Workforce Investment Program (Section 19.211, Broward County Administrative Code); (vi) the Construction Apprenticeship Program (Section 26-8, et seq., Broward County Code of Ordinances); (vii) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances); and (viii) and any other provision or program that is prohibited under Section 255.0992.

### 4. Performance and Payment Bonds.

Except as stated herein, Contractor must comply with the provisions stated in the document titled, "Bid Bonds, Performance and Payment Bonds, and Surety Qualification Requirements" included in the solicitation. Performance and payment bonds must be submitted no later than the earlier of (a) issuance by the County of a purchase order or other Ordering Documents for the project at issue; or (b) commencement of the work by Contractor. The amount of the performance and payment bonds shall be the total contract price for the applicable Ordering Documents, including as may be modified by a subsequent change order or amended Ordering Documents. The Purchasing Director may, in their sole discretion, waive in writing the requirements for performance and payment bonds for any individual project with a cost less than \$200,000.

### 5. Permits, License, and Impact Fees.

Contractor must secure and pay for all necessary permits and licenses required for the work as may be required by applicable law. Contractor shall be reimbursed by the County only the actual amount of the permit fees levied by the permitting authority and actually paid by the Contractor, as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead. The County shall directly pay for all impact fees levied by any municipal governmental entity within the jurisdiction where work is performed. To the extent that any work is bid on a final fixed price basis, the Parties shall agree upon the required permits and fees, including the cost of all such fees, at least ten (10) days prior to the submission of the final fixed price, in compliance with Section 218.80, Florida Statutes.

### 6. Applications for Payment.

Notwithstanding any provision in Section C.3 herein, Contractor may make applications for payment (each, an "Application for Payment") at intervals of not more than once a month for completed work. Applications for Payment must include: a breakdown of the work components and quantities; an updated progress schedule; the amount of payment sought; a completed Certification of Payments to Subcontractors (if applicable) (Form 007500-9); a release of liens and claims relative to work that was the subject of any previous Applications for Payment or consent of surety relative to the work that is the subject of the Application for Payment; if applicable, a completed Statement of Compliance form (Form 00922 for Prevailing Wage Rate; or Form 007500-8 for Davis-Bacon Act); and any other information or documentation requested by the County. The final Application for Payment must include: a complete release of all claims arising out of the work, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable work have been paid, or, in the alternative, a consent of the surety to final payment on Contractor's behalf; the final corrected as-built drawings; the final bill of materials, if required; and a completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4), with a list of all noncertified Subcontractors and suppliers used attached thereto.

If the Application for Payment is approved by County as compliant with the contract requirements including this section, payment for portion(s) of the Application for Payment undisputed by the County, less any applicable retainage, shall be made twenty (20) business days after the date on which the Application for Payment is received by the County. Unless otherwise directed by the Contract Administrator, Applications for Payment must be submitted to the Contract Administrator and to the Broward County Accounting Division, Accounts Payable Section. The County may reject any improper Application for Payment within twenty (20) business days after receipt. If Contractor corrects each deficiency in the Application for Payment, the corrected Application for Payment must be paid or rejected within ten (10) business days after receipt by the County. Any dispute between the County and Contractor regarding an Application for Payment shall be communicated in writing and resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Code), subject to the process and time frames for payment set forth above.

A Final Certificate of Payment (Form 007600-2) will be issued if the County determines that the work is satisfactory and complete, that all requirements of the Ordering Documents are fully satisfied, that all conditions of any applicable permits and the regulatory agencies have been met, and that the final Application for Payment includes all the required documents and information. Upon receipt of final payment, Contractor shall immediately deliver to the County a completed Form of Final Receipt (Form 007600-3).

### 7. Retainage.

Prior to issuance of the punch list (as described in Section D.8 below), the County may withhold retainage as set forth in Section 255.078, Florida Statutes, as may be amended. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator. Upon Contractor achieving substantial completion, development of the punch list, and the County's receipt of a contractually compliant Application for Payment, the County shall pay Contractor the remaining balance due under the applicable Ordering Documents, including remaining retainage, less an amount equal to 150% of the total cost to complete all items on the punch list. Upon final completion of all items on the punch list in conformance with the Ordering Documents, Contractor may submit a final Application for Payment for the amount withheld by the County relating to the punch list. The County may withhold payment, at any time, in whole or in part, if (a) Contractor breaches the contract or the applicable Ordering Documents, (b) as necessary to protect the County from inadequate or defective work not remedied, and/or (c) if Contractor fails to make payments properly to subcontractors or suppliers. Any interest earned on retainage or withheld payments shall accrue to the benefit of the County.

#### 8. Punch List.

Upon notification by Contractor that work has reached substantial completion and upon inspection by the County and Contractor confirming substantial completion, the Parties shall prepare a Certificate of Substantial Completion (Form 007600-1). Within the time specified herein, the Parties shall cooperatively prepare a punch list identifying all work yet to be completed, including the estimated cost of each item not yet completed. If the cost of the work is less than \$10,000,000, the punch list shall be developed within thirty (30) days after substantial completion; if the cost of the work is \$10,000,000 or more, the punch list shall be developed within forty-five (45) days after substantial completion. The punch list must be delivered by the County to Contractor within five (5) days after the list is developed and approved by both Parties. Upon written notification by Contractor that all work on the punch list has been completed, the Parties shall conduct a final inspection of the work and Contractor shall submit a final Application for Payment.

# 9. Completion of the Work; Liquidated Damages.

Contractor must complete the work within the time (if any) specified in the applicable Ordering Documents (including as amended). If the Ordering Documents include liquidated damages that will be due if Contractor fails to complete the work (or a portion thereof) within the time specified and the applicable work is not completed within the time specified, then Contractor must pay to the County the applicable amount of liquidated damages in accordance with the Ordering Documents. The liquidated damages amounts are not penalties but are amounts fixed and agreed upon between the Parties based on the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of Contractor's failure to timely complete the work and the Parties' mutual desire to obviate any question or dispute concerning the amount of said damages. Unless otherwise stated in the Ordering Documents, the applicable

liquidated damages are cumulative and apply separately to each portion of the work for which a deadline and a liquidated damages amount is stated in the Ordering Documents. The County may, but is not obligated to, deduct some or all of any liquidated damages due from monies otherwise due to Contractor under this contract; to the extent not so deducted, Contractor must pay the liquidated amounts within thirty (30) days after demand by the Contract Administrator.

### 10. No Damages for Delay.

No claim for damages or any other claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the price or payment or compensation for direct, indirect, consequential, impact, or other costs, expenses, or damages, whatever the cause for such delay and regardless of whether or not such delay was reasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the time for performance as the sole and exclusive remedy for such resulting delay; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of the County or its agents.

#### 11. Contractor License Number.

The license number of Contractor listed in Contractor's response to the solicitation (or if not so listed, the contractor license number listed on the applicable license of Contractor) is hereby incorporated into these General Conditions in compliance with Section 489.119(5)(b), Florida Statutes.

#### 12. Construction Defects.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

### 13. If State Funded, Preference for State Employment.

If any work is funded in whole or in part by funding from the State of Florida, then pursuant to Section 255.099, Florida Statutes, Contractor must give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

### 14. Forms.

Referenced forms are available at <a href="https://www.broward.org/Purchasing/Pages/StandardTerms.aspx">www.broward.org/Purchasing/Pages/StandardTerms.aspx</a>.

Any deviation from the posted forms requires prior written approval from the Contract Administrator.

### 15. Dispute Resolution.

Any claim or issue disputed by Contractor not resolved by the Contract Administrator must be submitted in writing to the County Administrator within five (5) days after the date of impasse. Within fourteen (14) days after receipt of the Contractor's written notice, the County

Administrator or the Director of the County department or division at issue ("County Representative") shall issue a written decision on the dispute within fourteen (14) days after receipt of the written notice, or shall identify the specific additional information required to resolve the dispute; if specific additional information is requested, Contractor shall promptly provide the requested information and the County Representative shall issue the written decision within fourteen (14) days after the County's receipt of the requested additional information. If the written decision is unacceptable to either party, the objecting party must notify the other party in writing within ten (10) days after receipt of the written decision stating the basis of the objection and the proposed adjustments to contract time or contract price the objecting party contends is the correct result of the dispute. Within sixty (60) days after final completion of the work required under the applicable Ordering Documents, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under state law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS AND ALL OTHER RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

During the pendency of any dispute and after a determination thereof, Contractor shall continue the work as directed by the County, including proceeding with any change orders as directed by the County, and the Parties shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction. In any legal proceeding arising under this contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but did not present for consideration during the resolution of disputes process set forth in this section. This section shall survive any expiration or termination of this contract and shall be binding on the Parties throughout the course of any dispute or litigation regarding this contract.

Rev. 11.16.2024 #1126651.11



### Re: ITB BLD2130352B1 - CCTV Installation, Maintenance & Repair (Port Everglades)

Date Wed 8/27/2025 10:11 AM

- To Jeannette Ferrell < jferrell@broward.org>
- Cc Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com <vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

Good morning, Mrs. Ferrel,

Upon further review of the documentation, I noted on Page 2 of 5 of the Award/Rejection Authority Memorandum that "On August 15, 2025, the Director of Purchasing approved the rejection of 4 Best Security Corp dba 4BB Corp (4BB)."

However, I do not see a date for the rejection of Briggs Management & Associates LLC's offer. What I find unusual is that 4BB was still being considered when, on August 13, 2025, Mr. Vincent Truzeo with Broward County confirmed that the Qualifications information provided was sufficient and satisfactory (see email below).

Had any additional documentation or references been requested from us, we would have provided them promptly. Throughout this entire process, BMA has been diligent in responding to every request made by the department.

From: Tuzeo, Vincent < <a href="VTUZEO@broward.org">VTUZEO@broward.org</a> Sent: Wednesday, August 13, 2025 9:03 AM

To: Eddy Perrault < eperrault@briggsmanagement.com >

Cc: Jasper Briggs <a href="mailto:specialstyle="color: blue;">jbriggs@briggsmanagement.com</a>; Jenkins, Robert <a href="mailto:rojenkins@broward.org">rojenkins@broward.org</a>; <a href="mailto:ymurarka@dadeelectric.com">ymurarka@dadeelectric.com</a>; <a href="mailto:specialstyle="color: blue;">specialstyle="mailto:specialstyle="color: blue;">ymurarka@dadeelectric.com</a>; <a href="mailto:specialstyle="color: blue;">ymurarka@dadeelectric.com</a>; <a href="mailto:spec

Subject: RE: Vendor References

Yes, Thank you. It was submitted to Purchasing for final review and determination.

### Vince Tuzeo

Program/Project Coordinator

Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> >

**Sent:** Tuesday, August 12, 2025 7:16 PM

**To:** Tuzeo, Vincent < <u>VTUZEO@broward.org</u>>

 $\textbf{Cc:} \ \, \mathsf{Jasper} \ \, \mathsf{Briggs} \\ \leqslant \underline{\mathsf{briggs}} \\ \underline{\mathsf{@briggs}} \\ \underline{\mathsf{management.com}} \\ \mathsf{>}; \\ \mathsf{Jenkins,} \\ \mathsf{Robert} \\ \leqslant \underline{\mathsf{rojenkins}} \\ \underline{\mathsf{@broward.org}} \\ \mathsf{>}; \\ \underline{\mathsf{vmurarka}} \\ \underline{\mathsf{@dadeelectric.com}}; \\ \mathsf{eperrault} \\ \mathsf{>}; \\ \mathsf{vmurarka} \\ \underline{\mathsf{odadeelectric.com}}; \\ \mathsf{eperrault} \\ \mathsf{>}; \\ \mathsf{vmurarka} \\ \underline{\mathsf{odadeelectric.com}}; \\ \mathsf{eperrault} \\ \mathsf{>}; \\ \mathsf{vmurarka} \\ \underline{\mathsf{odadeelectric.com}}; \\ \mathsf{eperrault} \\ \mathsf{>}; \\ \mathsf{odadeelectric.com}; \\$ 

<<u>eperrault@hatelectric.com</u>> **Subject:** Re: Vendor References

Vincent,

Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation.

Thank you

Eddy Perrault Jr

Managing Partner



**Eddy Perrault Jr** 

Managing Partner

**Briggs Management & Associates, LLC** 

**\** 954-673-3249

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

From: Eddy Perrault

Sent: Tuesday, August 26, 2025 6:17 PM
To: Jeannette Ferrell < iferrell@broward.org>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com
<vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance
Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

Subject: Re: ITB BLD2130352B1 - CCTV Installation, Maintenance & Repair (Port Everglades)

Subject: Response to Determination of Non-Responsibility – ITB BLD2130352B1 CCTV Installation, Maintenance & Repair

Dear Ms. Ferrell,

Thank you for your detailed response and for providing the Award/Rejection Authority Memorandum and supporting materials. While we appreciate the County's review of our bid, we respectfully disagree with the determination of non-responsibility, particularly with respect to the handling of vendor references and qualifications.

As noted in your letter, the County cited Section 21.40(b)(4) of the Procurement Code in concluding that the additional references we submitted could not be considered because they would "contradict or materially alter" the original bid submission. However, our supplemental references were not intended to contradict or alter our original response; rather, they were provided at the County's direct request (see email correspondence from Port Everglades Project Coordinator dated August 5, 2025). In our view, this supplemental information fell squarely within the Code's allowance for the Director of Purchasing to "request additional information on matters that may affect a vendor's responsibility."

Further, Florida Statute § 287.057(3)(a) provides that a public agency may evaluate not only firm references but also the qualifications and prior project experience of key personnel and executive leadership. Both myself and Mr. Vilakshan Murarka, principals of BMA, bring more than 50 years of combined experience successfully executing CCTV and integrated security system projects for public sector clients. This relevant experience—which directly supports our firm's ability to perform—was not given weight in the responsibility determination. I have been the permit holder on multiple projects throughout Miami Dade and Broward County with well over 3000 CCTV cameras and contract value in excess of \$15 Million dollars. Successful experience which surpasses any of the other bidders your department has given consideration to replace BMA.

While we appreciate your evaluation of JLS security, this entity which Jasper Briggs, a minority partner in BMA operated in the past, JLS did not submit this offer to the County nor was the apparent low bidder. Because BMA was the apparent low bidder, we believe rejecting our bid without due consideration of the requested additional references and executive qualifications undermines the principle of full and fair competition. We respectfully ask that the County reconsider its determination or provide further explanation of how our supplemental references and executive experience "materially altered" our submission, rather than strengthened the evidentiary record of our responsibility.

We remain committed to partnering with Broward County and delivering quality services for Port Everglades. Please confirm whether the County is willing to revisit this determination before we proceed with a formal protest in accordance with the timeline set forth in the Summary of Vendor Rights.

Thank you again for your attention.

Respectfully,

Eddy Perrault Jr.

Managing Partner

Briggs Management & Associates, LLC



\$\square\$ 954-673-3249 | ■ eperrault@briggsmanagement.com



www.briggsmanagement.com

On Aug 26, 2025, at 5:29 PM, Ferrell, Jeannette < jferrell@broward.org > wrote:

Mr. Perrault,

As stated during our phone call, bid responses and associated documents are reviewed for the named bidding firms. Unfortunately, your firm's bid was determined non-responsible and rejected as a result of an insufficient number of positive vendor references.

Per your request, see the attached in response to the following:

1. The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations). See Award/Rejection Authority Memorandum (with attachments).

To further clarify, your firm's determination of non-responsible and the rejection; in accordance with the solicitation's General Conditions. 8. Qualifications of Vendors, the County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses and find Vendor nonresponsible where the evaluation indicates insufficient or uncertainty regarding ability to perform.

- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists. Refer to mendation for Award and see Award/Rejection Authority Memorandum (attachments).
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision. See Award/Rejection Authority Memorandum (with attachments).
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations. See license and insurance (verified).
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision. See Email; Re: Vendor References
- 6. Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure. See Summary of Vendor Rights for Broward County Competitive Solicitations (2. Right to Protest) and General Conditions – Quotes Bids (10. Resolution of Protested Solicitations and Proposed Awards).

During the call you also mentioned that you provided additional vendor references, pursuant to Broward County Procurement Code, 21.40. Determination of Responsiveness and Responsibility (b) (1) "the Director of Purchasing, (in consultation with the Using Agency, shall determine whether vendors who have submitted responsive submissions are responsible." and (4) states additional information on matters that may affect a vendor's responsibility may be requested from any vendor and a vendor may submit information regarding responsibility; however, that information shall not be considered if it contradicts or materially alters the information originally provided in the vendor's response to the solicitation. In this instance, the additional references provided were not considered.

We recognize the effort and resources invested in your submission and assure you that your response received thorough and fair consideration.

If you have any additional questions, please feel free to contact me.

We thank you once again for your interest in doing business with Broward County and encourage your continued participation in future procurement opportunities.

Respectfully,	
Jeannette Ferre Purchasing Mai	II, MBA, CPPO, CPPB, NIGP-CPP nager
	<u>y Purchasing Division</u> Avenue, Room 212
Fort Lauderdale Office: (954) 468	e, FL 33301
iferrell@broward	

Attention Vendors - if you're not registered with BPRO, our electronic procurement system, you're missing out on business opportunities. Don't delay - Register with BPRO today! For help registering, check out our page Purchasing BPRO or email Support@gobonfire.com.

From: Eddy Perrault < eperrault@briggsmanagement.com >

**Sent:** Monday, August 25, 2025 2:02 PM

To: rgleason@broward.com

 $\textbf{Cc:} \ Mangan, Constance < \underline{\text{CMANGAN@broward.org}}; \ Hidalgo, \ Jose < \underline{\text{JHIDALGO@broward.org}}; \ Jasper \ Briggs < \underline{\text{Jbriggs@briggsmanagement.com}}; \ Tanaykuman \ Tanaykuman$ 

Murarka <<u>murarka@briggsmanagement.com</u>>; Vk Murarka <<u>vmurarka@dadeelectric.com</u>> Subject: ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)

Good afternoon,

On behalf of **Briggs Management & Associates, LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

To make an informed decision about whether to file a bid protest **on or before August 29, 2025**, we respectfully request the County's **written justification** for the rejection, including:

- The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations).
- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists.
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision.
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations.
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision.
- Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure.

Given the protest deadline, we would appreciate receiving these materials **as soon as possible**. If practical, we also request a brief **debrief meeting** to discuss the decision and ensure we fully understand the County's concerns.

We value our relationship with Broward County and remain committed to meeting all requirements for this and future solicitations. Thank you in advance for your prompt attention to this request. Please direct your response to me at the contact information below.

#### **Recommendations to the Board of County Commissioners**

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/2

Eddy Perrault Jr Managing Partner

Managing Partner
Briggs Management & Associates, LLC

954-673-3249

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

From: Tuzeo, Vincent < <a href="mailto:VTUZEO@broward.org">VTUZEO@broward.org</a> Sent: Monday, August 25, 2025 1:48 PM To: Eddy Perrault < eperrault@briggsmanagement.com >

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; Jenkins, Robert <rojenkins@broward.org>; <a href="mailto:vmurarka@dadeelectric.com">vmurarka@dadeelectric.com</a>

<<u>vmurarka@dadeelectric.com</u>>; Tanaykumar Murarka <<u>tmurarka@briggsmanagement.com</u>>

Subject: RE: Vendor References

This request needs to go to the Broward County Purchasing Division.

Thank you.

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>>

Sent: Monday, August 25, 2025 1:32 PM
To: Tuzeo, Vincent < VTUZEO@broward.org3

Cc: Jasper Briggs <a href="mailto:sjpriggs@briggsmanagement.com">
| Jenkins, Robert <a href="mailto:rojenkins@broward.org">
| ymurarka@dadeelectric.com</a>; Tanaykumar Murarka

<tmurarka@briggsmanagement.com>

Subject: Re: Vendor References

Importance: High

Good afternoon,

On behalf of **Briggs Management & Associates, LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

To make an informed decision about whether to file a bid protest **on or before August 29, 2025**, we respectfully request the County's **written justification** for the rejection, including:

- The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations).
- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists.
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision.
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations.
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision.
- Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure.

Given the protest deadline, we would appreciate receiving these materials as soon as possible. If practical, we also request a brief **debrief** meeting to discuss the decision and ensure we fully understand the County's concerns.

We value our relationship with Broward County and remain committed to meeting all requirements for this and future solicitations. Thank you in advance for your prompt attention to this request. Please direct your response to me at the contact information below.

#### **Recommendations to the Board of County Commissioners**

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/29

Eddy Perrault Jr

Managing Partner

**Briggs Management & Associates, LLC** 

**\$** 954-673-3249

eperrault@briggsmanagement.com

www.briggsmanagement.com

From: Tuzeo, Vincent < VTUZEO@broward.org> Sent: Wednesday, August 13, 2025 9:03 AM To: Eddy Perrault < eperrault@briggsmanagement.com > Cc: Jasper Briggs sipriggs@briggsmanagement.com; Jenkins, Robert rojenkins@broward.org; ymurarka@dadeelectric.comymurarka@dadeelectric.com eperrault < eperrault@hatelectric.com > Subject: RE: Vendor References Yes, Thank you. It was submitted to Purchasing for final review and determination. Vince Tuzeo Program/Project Coordinator Port Everglades Department/Broward County Office of the Chief Executive/Port Director/Security 1850 Eller Drive, Fort Lauderdale, FL 33316 954-468-3717 (Office) 954-253-1270 (Cell) vtuzeo@broward.org From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> Sent: Tuesday, August 12, 2025 7:16 PM To: Tuzeo, Vincent < <a href="https://www.vincent.org">VTUZEO@broward.org</a>>  $\textbf{Cc: Jasper Briggs} \\ < \underline{\textbf{Jpriggs@briggs@anagement.com}}; \textbf{Jenkins, Robert} \\ < \underline{\textbf{rojenkins@broward.org}}; \\ \underline{\textbf{vmurarka@dadeelectric.com}}; \textbf{eperrault} \\ < \underline{\textbf{Josper Briggs}}; \\ \underline{\textbf{vmurarka@dadeelectric.com}}; \textbf{eperrault} \\ < \underline{\textbf{Josper Briggs}}; \\ \underline{\textbf{vmurarka@dadeelectric.com}}; \textbf{eperrault} \\ < \underline{\textbf{Josper Briggs}}; \\ \underline{\textbf{Josp$ <eperrault@hatelectric.com> Subject: Re: Vendor References Vincent. Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation. Thank you Eddy Perrault Jr Managing Partner On Aug 7, 2025, at 9:37 AM, Tuzeo, Vincent < VTUZEO@broward.org > wrote: Received, Thank you. From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>>

Subject: Re: Vendor References Importance: High

<<u>vmurarka@dadeelectric.com</u>>; eperrault <<u>eperrault@hatelectric.com</u>>

**Sent:** Wednesday, August 6, 2025 5:48 PM **To:** Tuzeo, Vincent <<u>VTUZEO@broward.org</u>>

Mr. Tuzeo,

The attached supporting documentation had been preiviosuly submitted to the Office of Broward County Purchasing Division (Augusto, Neda" <NAUGUSTO@broward.org) on June 15,2015 in suport of our Bid Submission.

 $\textbf{Cc:} \ Jasper \ Briggs < \underline{jbriggs@briggsmanagement.com} > ; Jenkins, Robert < \underline{rojenkins@broward.org} > ; VK-Vilakshan \ Murarka \$ 

Please review and advise if this is sufficient representation of the qualifications of BMA's executive leadership.

Regards,

<image001.png>

Eddy Perrault Jr Managing Partner

Briggs Management & Associates, LLC

954-673-3249

eperrault@briggsmanagement.com

www.briggsmanagement.com

From: Eddy Perrault

Sent: Tuesday, August 5, 2025 6:43 PM

To: VTUZEO@broward.org < VTUZEO@broward.org>

Cc: Jasper Briggs <<u>jbriggs@briggsmanagement.com</u>>; <u>rojenkins@broward.org</u> <<u>rojenkins@broward.org</u>>; VK- Vilakshan Murarka Murarka <<u>vmurarka@dadeelectric.com</u>>; eperrault <<u>eperrault@hatelectric.com</u>>

Subject: Re: Vendor References

Good afternoon Mr. Tuzeo,

Thank you for your message and follow-up.

While the references originally submitted reflect a few of our low-voltage systems work, I appreciate your request for CCTV-specific vendor references with larger contract values. We are actively compiling those and will provide three updated references shortly.

I would also like to note that between myself and Mr. VK Murarka—majority owners of Briggs Management & Associate LLC—we bring over 50 years of combined experience in the design, installation, and commissioning of CCTV and integrated security systems for public and private clients, including school districts, municipalities, and transportation hubs.

Under Florida Statute § 287.057(3)(a), public agencies may consider the qualifications of key personnel and proposed project staff when evaluating a vendor's responsibility and experience. Additionally, it is common in Florida public procurements—especially under RFQ or design-build models—for the relevant experience of company leadership and project team members to be considered as part of the firm's qualifications. This is further supported by federal case law such as Lee v. GTE Florida, Inc., 226 F.3d 1249 (11th Cir. 2000), which upholds the validity of business decisions based on staff qualifications, provided the evaluation is fair and nondiscriminatory.

We respectfully submit that our leadership's direct experience bolsters the qualifications of Briggs Management & Associates and relevant to the scope of this contract.

We'll follow up shortly with the requested references. Please let me know if there's anything else you need in the meantime.

Best regards,

Eddy Perrault Jr.

Briggs Management & Associates LLC

Sent from my iPhone

On Aug 5, 2025, at 4:01 PM, Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> wrote:

Reply to the email by asking:

1. WIII previous project experiences of Executive and employees of BMA and/or its parent company satisfy your request?

<Outlook-10qzzhxg.png>

Eddy Perrault Jr
Managing Partner
Briggs Management & Associates, LLC
\$\&\\_954-673-3249\$

- eperrault@briggsmanagement.com
- www.briggsmanagement.com

From: Jasper Briggs < jbriggs@briggsmanagement.com >

Sent: Tuesday, August 5, 2025 3:50 PM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>>

Subject: Fw: Vendor References

### Get Outlook for iOS

From: Tuzeo, Vincent < VTUZEO@broward.org>
Sent: Tuesday, August 5, 2025 3:43:23 PM
To: Jasper Briggs < jbriggs@briggsmanagement.com>
Cc: Jenkins, Robert < rojenkins@broward.org>

Subject: Vendor References

Good afternoon Mr. Briggs,

Following up my voicemail; the list of vendor references you provided in the Bid questionnaire were not related to CCTV work and the contract amounts were extremely low compared to our contract amounts. Please provide three other vendor references specifically related to CCTV work you are currently doing or have done in the past with the highest CCTV contract amount, as soon as possible.

Thank you,

### Vince Tuzeo

Program/Project Coordinator

<image001.png>
Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

- <1-Vendor Quesionanaire Briggs Mgmt (BMA) LLC.pdf>
- <Vendor Ref Verif Form BMA -.pdf>
- <Award Rejection Authority Memo BLD2130352B1.pdf>
- <License verification EC13014854.pdf>
- <COI Signed by RMD.pdf>
- <mime-attachment>
- <4-Summary of Vendor Rights for Broward County Competitive Solicitations.pdf>
- <10-General Conditions Quotes Bids.pdf>





06/11/2025

### Re: RFP- Broward CCTV Installation, Maintenance and Repair

To Whom it mya concern,

Briggs Management & Associates LLC is an industry leader in the Security & Fire Industry and provides full-service solutions to our broad array of customers. Our project managers, technicians, engineering and support staff are unsurpassed in our field, assuring you a professional level of design, installation, maintenance and support. Briggs Management & Associate's factory trained service and support team stand ready to suite your needs. We install fire systems in a few schools in Broward County and a few Buildings in Miami. We also monitor with maintenance plans for many Fire and Burglar system across South Florida.

I have been working with the State of Florida EF license for almost 15 years, with a focus on low-voltage work. My company with the same license held this contract back many years ago under the name of JLS Security Plus LLC. The name was changed because I have a different set of partners working with me, and we have grown, so it was necessary to change the name. In the past, we were able to complete the work required by the County without any issues. We installed Cameras and the Access control system at the Broward County Animal Control Center. We have been performing for some time low voltage with Broward County.

Briggs Management & Associates LLCs is also a leader in the Voice and Data Communication Cabling and Security Industry. Currently, we have over twenty field techs and have been fortunate to win very high profile jobs in recent years. Our staff is fully trained in all areas of low voltage before they are allowed in the field. We currently have an Operation Management full time on staff, as well as three senior techs which they are all BICSI Certified. In 2013, Briggs Management was awarded the New Broward County Courthouse Construction Project, FDOT, Palm Beach Trans, and other major projects. The scope of work included all inside and outside plant cabling, panels and other devices. We at BMA are confident we can meet and exceed the standards set forth in any project.

Briggs Management is certified as a Minority Company and gained Minority status by obtaining the DBE, SBE, MBE, MWBE and CBE in the Dade, Broward County, Palm Beach County, and DBE, MWBE, and MBE with the State of Florida. In obtaining these minority statuses, Briggs Management increased the area of operation to include: OSP, Satellite Antennas for Communication, Fiber Optic Cabling which include OTDR testing, Fusion Splicing, Lost and length testing, Blown Fiber with AFL, Sumitoma, Seimons, Fujikura, American Illintech and others. CCTV, Intrusion system, Fire Alarm, Access Control, Inter-com, Inside Plant Communications Voice, Data, WI-FI and many other areas of expertise.





Along with the increased areas of operation and expertise, Briggs Management was able to take on projects with Florida Department of Transportation, HART in Tampa Florida, Fort Lauderdale International Airport and Broward Fleet Management. In 2014, the executives at Briggs Management won the bid to do all the Cameras along the Florida Turnpike.

Thinking outside "the box" is what we do best. Today, many solutions require an unconventional integrated approach to solve the problem. We have the skilld and knowledge to deliver the right solutions for our customers.

Recently, BMA's reach and capabilities have been expanded by its partnership with DES Hat Electric Joint Venture LLC. With that strategic acquisition by Mr. Vilakshan Muraka of Dade Electric Service Inc. and Mr. Eddy Perrault Jr of Hat Electric LLC, both industry veterans and holders of the EC-Electrical Contractor's license, are committed to grow BMA's business profile with the financial and human resources necessary.

Sincerely,

Jasper Briggs President/General Manager (954)647- 4495 Office (954)-321-2324 Email: jasperbriggs@briggsmanagement.com



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

### STATE OF FLORIDA

# **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

## **ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

## PERRAULT, EDDY JR

DES HAT ELECTRIC JOINT VENTURE LLC 8191 NW 91ST TER, SUITE 8 MEDLEY FL 33166

## **LICENSE NUMBER: EC13014854**

## **EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/16/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





### Eddy Perrault Jr.

17505 SW 31st Ct, Miramar, FL 33029 Email: eperrault@epconsultinggroupllc.com | Phone: 954-673-3249

### Founder and Owner

Licensed State Electrical Contractor (EC#0002170)/(EC13006403)  $\mid$  Over 30 Years of Excellence in Electrical Contracting

A seasoned electrical contractor and business leader with over three decades of experience in the electrical contracting industry. A State Licensed Electrical Contractor since 2000 with a flawless record, I bring a legacy of expertise in executing complex electrical projects for both private and public sectors. Known for my dedication to quality, safety, and innovation, I have led and contributed to some of the most challenging and high-value projects across aviation, transportation, commercial, and water/sewer industries.

With a strong emphasis on leveraging cutting-edge technologies, including AI-based tools, I specialize in designing, estimating, and managing multimillion-dollar projects that exceed client expectations. Now, as the owner of my newly established company, I am committed to setting the standard for excellence in electrical contracting by combining technical precision, innovative solutions, and unparalleled customer service.

### **Core Competencies**

- Electrical Project Design and Estimation
- Strategic Business Development
- Contract Negotiation and Vendor Management
- Leadership and Team Development
- Budgeting, Cost Control, and Financial Analysis
- Preconstruction and Procurement
- AI Integration in Estimation and Operations
- Regulatory Compliance and Risk Management



### **Career Highlights**

### Director of Preconstruction, Procurement & Strategic Expansion/Qualifier

### Hypower, LLC (2023 - 2024)

- Spearheaded the design and estimation of four major Design-Build projects valued at over \$225M, showcasing efficiency through AI-driven workflows.
- Negotiated vendor and subcontractor contracts, saving millions while enhancing project profitability.
- Positioned Hypower for success by strengthening client relationships and elevating operational excellence.

### Operations Manager/Qualifier

### Fisk Electric Company, Miami, FL (2009 – 2023)

- Expanded market share and delivered double-digit growth while maintaining net profit margins above industry standards.
- Managed a team of 22 professionals with over 300- electricians delivering exceptional results on high-profile projects.
- Oversaw projects at Miami International Airport, including the South and North Terminal expansions, exceeding \$180M.

### Senior Project Manager/Chief Estimator

### Dato Electric Inc., Miami, FL (Operations Manager)

- Boosted revenues by over 300%, positioning the company as a top contractor at major South Florida airports.
- Delivered groundbreaking projects while ensuring cost efficiency and timely execution.



### **Education and Certifications**

- Master of Business Administration (Executive MBA), Florida International University, Miami, FL
- . B.S. in Electrical Engineering, Florida International University, Miami, FL
- Licensed State Electrical Contractor (EC#0002170)/(EC#13006403), Florida since 2000.

### **Notable Projects**

Below is a comprehensive list of notable projects, categorized by industry, with year and approximate value:

### **Aviation and Transportation Projects**

- Miami International Airport South Terminal K1 Doors (2013)
- Miami International Airport Terminal K1 Infill (2013)
- Miami International Airport AT AB Infill (2013)
- Miami International Airport 7788-1 CCTV AB Infill (2013)
- Miami International Airport Mover APM System (2012)
- Miami International Airport 746I BC Infill (2012)
- Fort Lauderdale-Hollywood International Airport Terminal 4 BHS/CBIS (2020)
- Fort Lauderdale-Hollywood International Airport Terminal 3 Modernization WP#1 (2020)
- Fort Lauderdale-Hollywood International Airport Terminal 4 FIS Task 2 & 3
   (2019)
- Fort Lauderdale-Hollywood International Airport Terminal 3 BHS/CBIS (2018)
- Fort Lauderdale-Hollywood International Airport Runway Expansion (2015)

<u>Back</u>

### NORTH TERMINAL DEVELOPMENT **PROGRAM AT MIAMI** INTERNATIONAL AIRPORT

The program is comprised of 15 projects designed by five different design firms. The MIA North Terminal is one of the largest expansions of an existing airport the U.S. has ever seen - the equivalent of building an entirely new mid-sized airport within a fully operating facility. The design includes 50 new gates, new U.S. Citizenship and Immigration Services facilities, 123 ticket counters, 119 self-service kiosks, 72 federal inspection services locations, a state-of-the-art baggage system capable of handling 45,000 bags per day, nearly 2 miles of escalators and moving walkways, an automated people mover, and a wide array of concessions and customer service areas.

### PROJECT DETAILS

### CLIENT

MIAMI-DADE AVIATION DEPARTMENT

### DELIVERY

CONSTRUCTION MANAGER AT RISK (CMAR)

### LOCATION

MIAMI, FLORIDA

### ROLE

ELECTRICAL CONTRACTOR (PERMIT HOLDER-OPEARTIONS MANAGER) WITH CONTRACT VALUE OF \$66 MILLION OVER A FOUR YEAR PERIOD ON MULTIPLE PROJECTS.

### SIZE

3,700,333 SF TOTAL: 1,800,000 SF RENOVATED SPACE, 1,900,000 SF NEW CONSTRUCTION, INCLUDING A 400,000 SF FEDERAL INSPECTION FACILITY

### DISCLAIMER

PROJECT EXPERIENCE ACQUIRED BY DES HAT ELECTRIC JV LLC PRINCIPALS AND KEY STAFF WHILE WORKING AT PREVIOUS FIRMS.

### **Airport Runway Expansion**

Fort Lauderdale-Hollywood International Airport

### PROJECT DETAILS

### ROLE

Electrical Contractor(Permit Holder/Operations Manager)

### **CONTRACT AMOUNT**

\$19.3 Million

### **OWNER**

**Broward County Aviation Department** 

### LOCATION

Fort Lauderdale, FL

### COMPLETION

2015

### PROJECT DESCRIPTION

This project includes the expansion and elevation of an existing runway to an overall length of 8,000 feet and width of 150 feet, construction of a new 75-foot-wide, full-length parallel taxiway; various cross-field taxiways; an instrument landing system; and a new aircraft staging and hold pad. Included also are multiple bridges to support the runway and parallel taxiway over Route U.S. 1, the Florida East Coast Railroad, the airport perimeter road, and associated airport access ramps.

### DISCLAIMER

PROJECT EXPERIENCE ACQUIRED BY DES HAT ELECTRIC JV LLC PRINCIPALS AND KEY STAFF WHILE WORKING AT PREVIOUS

### METRORAIL ORANGE LINE EXTENSION

The project is a 2.4-mile double-track, heavy civil rail extension of the Metrorail that runs from the existing Earlington Heights station to the Miami Intermodal Center (MIC), where passenger are able to connect to the Miami International Airport (MIA). Major project components included the construction of an elevated guideway, including segmental construction of a three-level Metrorail station; operating systems; trackwork; three traction power substations; new roadways, roadway reconstruction; and civil sitework. The operating systems require the design, furnishing and installation of power distribution; train control, signaling and integration at the existing central control; communications; variable message signs; system control and data acquisition (SCADA).

### PROJECT DETAILS

### CLIENT

MIAMI-DADE TRANSIT

### **DELIVERY**

GC, DESIGN-BUILD (SYSTEMS)

### LOCATION

MIAMI, FLORIDA

### SIZE

2.4-MILE DOUBLE-TRACK, ELEVATED RAIL AND PASSENGER STATION

### DISCLAIMER

PROJECT EXPERIENCE ACQUIRED BY DES HAT ELECTRIC JV LLC PRINCIPALS AND KEY STAFF WHILE WORKING AT PREVIOUS FIRMS.

### **Terminal 3 Modernization Project**

Fort Lauderdale-Hollywood International Airport

### PROJECT DETAILS

### ROLE

Electrical Contractor(Permit Holder)

### **CONTRACT AMOUNT**

\$16 Million

### OWNER

**Broward County Aviation Department** 

### LOCATION

Fort Lauderdale, FL

### **ARCHITECT**

Gresham Smith and Partners

### COMPLETION

2020

### PROJECT DESCRIPTION

This project included two work packages, Terminal Side and Concourses E and F, for the renovation of Terminal 3. The renovation included new main electrical rooms with new feeders connected to the FPL Vault as well as secondary electrical rooms in the concourse level. New light fixtures and control system, as well as new cameras, fire alarm and access control equipment, were also installed.

Back

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#	Project Name	Job Type	v	Invited
1	S-882R CD 1.02 Oxygen Pump Upgrade	MDWS	06/11/18	P&K
2	NDWWTP S-896 Secondary Clarifiers-DOC	MDWS	11/13/18	DOC
3	Golden Glades Elementary	School	09/03/20	J.R.T Construction
4	Trump Tower - RTU Replacement	HVAC Renovation	04/10/20	K&R
5	Airport Executive Tower	HVAC Renovation	03/05/20	K&R and Trocpic
6	SMHS Breezway REV CO	School	06/26/20	OHL
7	Eduardo Padron MDC floors 11,12,14,15	School	09/15/20	Thornton
8	FIU ICTB	Univercity	08/18/20	Thornton CM
9	FIU SIPA II	Univercity	09/03/20	Thornton CM
10	Opa Locka Bomb	Warehouse	02/06/21	
11	MDCPS-North Hialeah ES	School	02/18/21	Mac Construction
12	Alexander Sandy Nininger State Veterans' Nursing Home Renovations	Nursing Home/Medical	03/25/20	OHL-CM
13	Alexander Orr Radiator Addition	MDWS Generator	04/21/21	Pool & Kan
14	CD1.11 Emergency Generator 1 thru 4 Rehab SDWWTP	MDWS Generator	05/07/21	Lee Construction
15	FIU SIPA II underground conduit RCO #2	Univercity	05/14/21	Thornton
16	Commodore Condominiun Cooling Tower	HVAC Renovation	05/25/21	K&Larabe
17	MDCPS-North Glade Elementary	School	06/23/21	Mac Construction
18	Seasons Hospice Add-4 revision Update	Hospice/Medical	03/23/21	3S Group
19	Southside Prep Academy	School	08/05/21	на
20	MDCPS Norland Middle School	School	08/24/21	Florida Lemark Corporation
21	Eden ROC Miami Beach TV service	Hotel Service Work	9/31/22	HA Contracting
22	Baptist Hospital Atrium Building VAV Replacements	HVAC Renovation/Medical	02/02/22	K&L
23	Baptist Hospital Atrium AHU 145 Replacement	Benny	02/02/22	K&L
24	MDC Kendall BLDG 8000 switchgear	Switchgear renovation	ASAP	Thornton
25	MDC hialeah phase 2	School	7.5711	Thornton
26	Alexander Orr - Radiator No 6 Electrical Revision	MDWS Generator	Done	P&K
			Done	r oxiv
27	Miami Heat Broadcast room	Sport Facility	11/03/22	HA .
28	UM Chiller replacement RFI	HVAC Renovation	07/11/23	K&R
29	Derby Pointe logistics center TEMP	Warehouse	08/08/23	ARCO
30	BH 1500 San Remo ave - Suit 150	Medical office building	10/20/23	Environmental Contractors, Inc.
31	Kaseya center event level card reader scope	Sport Facility	12/07/23	MIAMI HEAT GROUP
32	UM McKnight Chiller Replacement	HVAC Renovation	10/17/23	K&R
33	Kaseya Center UPS Feeder addition	Sport Facility	01/31/24	Miami Heat Group
34	Kaseya Center - Locker Rooms A, B & C	Sport Facility	02/29/24	на
35	Four Seasons 2nd Floor Boiller room	HVAC Renovation	03/01/24	K&L
36	UM McKnight Chiller Replacement	HVAC Renovation	10/17/23	K&R
				Finish contract
37	Everglades NPS	Government Building	07/26/23	Martines Construction
38	MSMC DHM watertank & AHU 38 & 39	HVAC Renovation/Medical	11/23/23	K&L/Tropic Mechanical
39	1177 Kane Concourse (New) Bank Alive as per Abraham	Mid riser/Office/Retail	12/12/22	Rinaldi
40	Kaseya center LED replacement and video room	Sport Facility	04/20/23	Hendrick Brothers
41	Koda Continential	Sport Facility	12/01/23	ARCO
42	David Fairchild elementary GOB reno	School	12/01/23	НА
43	Badia Flagami Park	Warehouse	12/08/23	HA Contracting
44		School		MAC
	MDCPS Carol City Middle School  1155 100th Street New Rental Apartment Building-Acess and LV		05/24/22	
45	Infrastructure	Mid riser/Residential	04/26/24	OHLA

### **Southwest Miami Senior High School**

1) A description of the scope of work performed.

Complete all electrical work as per the contract (Fire Alarm, controls, Wiring etc.

2) Project address.

6856 SW 53 Street Miami, Florida 33155

3) name and title of Bidder's key personnel assigned to that project; and,

Michael Scott, Owner Representative

VK Muraoka, Dade Electric

Ruben Tapia, Project Manager

4) client's contact information: name, address, phone number, email address, project cost, and project start and completion dates.

General Contractor: OHL Arellano Construction

786-418-370458-3974

Contract Amount for the Project: \$1,200,000.00

08/10/19 to 11/15/2022

9675 NW 117th Avenue, Suite 108, Miami, Florida 33178

### **UM Health Athletics**

1) A description of the scope of work performed.

Complete all electrical work as per the contract (Fire Alarm, controls, Wiring etc.

2) Project address.

1320 S Dixie Hwy, Coral Gables, Florida 33146

3) name and title of Bidder's key personnel assigned to that project; and,

Jackie Candela, Owner Representative

4) client's contact information: name, address, phone number, email address, project cost, and project start and completion dates.

General Contractor: Vilar Hoynack

516-458-3974

Contract Amount for the Project: \$711,000.00

04/15/21 to 11/15/2021

9400 S Dadeland Blvd, Suite, Miami, Florida 33156

### 2025 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# L19000275503

Entity Name: BRIGGS MANAGEMENT & ASSOCIATE LLC

FILED May 28, 2025 Secretary of State 4959486438CC

### **Current Principal Place of Business:**

17426 SW 29TH STREET MIRAMAR, FL 33029

### **Current Mailing Address:**

8191 NW 91ST TER SUITE 9 MEDLEY, FL 33166 US

FEI Number: 84-3591294 Certificate of Status Desired: Yes

### Name and Address of Current Registered Agent:

PERRAULT, EDDY JR. 17505 SW 31ST CT MIRAMAR, FL 33029 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: EDDY JR. PERRAULT 05/28/2025

Electronic Signature of Registered Agent Date

### Authorized Person(s) Detail:

Title PRESIDENT Title MNGR

 Name
 BRIGGS, JASPER
 Name
 PERRAULT, EDDY JR.

 Address
 17426 SW 29 STREET
 Address
 17505 SW 31ST CT

 City-State-Zip:
 MIRAMAR FL 33029
 City-State-Zip:
 MIRAMAR FL 33029

Title MNGR

Name MURARKA, VILAKSHAN K

Address 8191 NW 91ST TER

SUITE 9

City-State-Zip: MEDLEY FL 33166

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.



Finance and Administration Services Department

### **PURCHASING DIVISION**

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | broward.org/Purchasing

### AWARD/REJECTION AUTHORITY MEMORANDUM

Supersedes previously approved memorandum signed August 15, 2025

### BLD2130352B1 - CCTV Installation, Maintenance and Repair

☐ RECOMMENDATION FOR <u>BOARD</u> AWARD	□ RECOMMENDATION	I TO REJECT [6]
Vendor: 4 Best Business Corp dba 4BB Corp  Supplier ID:000002777  Contract Type: ☐ Fixed [¹¹] ☐ Open-End  Basis of Award: ☐ Low ☐ Responsive ☐ Responsible ☐ Split [²] ☐ Multiple [³] ☐ Single [⁴]  Initial 3-Year Term Award Amount: \$1,269,300.00  Breakdown of Initial Award Amount:  \$628,800.00 Vendor Bid Total Allowance 1,269,300.00 Initial Award Amount  Potential 5-Year Award Amount: \$2,115,500.00  AWARD JUSTIFICATION ☐ Price Analysis ☐ Clarification ☐ Waiver [⁵]	Vendors: Briggs Management and REJECT JUSTIFICATION  Does not meet specificate Single Bidder: pricing not [Reference justification in [Referen	nd Associate, LLC  N  ations: ot fair/reasonable included] t conform to any/all citation): [Identify area] ify area]  Associate, LLC received a he requesting agency due live vendor references; and its business experience is tracting work and lacks any
OPEN-END CONTRACT TERM(S)  Initial Term [7]: 9/16/2025 – 9/15/2028  Number of Renewal Option(s): 2  Potential Contract Duration: 5-Years  Note: Term shall begin on date after expiration of current Cor		P-CARD P-Card not applicable for this contract ⊠

<sup>1</sup> In accordance with the Internal Control Handbook, Page 216, Chapter 10, Section G, Repairs, if a firm fixed price is not available for equipment repair, a unit must be taken to a repair shop for disassembly and determination of repair costs, and repair. (2006)

 $<sup>^{2}\ \</sup>mbox{\sc Award}$  different line item or group to more than one Bidder.

 $<sup>^{3}</sup>$  Award same line item or group to more than one Bidder. (i.e., Primary, Secondary, Tertiary, etc.)

<sup>&</sup>lt;sup>4</sup> Sole Source/Sole Brand, Reasonable Source, Emergency, and Single Bids over \$100,000 must be added to the monthly activity report to the Board of County Commissioners, and a copy of this Award Rejection Authority Memorandum should be uploaded to your final PO or Procurement Contract.

5 Pursuant to Procurement Code, Section 21.37, a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the Director of

Purchasing.

6 Pursuant to Procurement Code, Section 21.39, after all responses are open, any or all responses may be rejected by the Director of

Purchasing, provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

<sup>&</sup>lt;sup>7</sup> Dates (Initial Term and Final Expiration) are not known until the contract is awarded. Initial term here should be 'number of months or years of initial term'.

BLD2130352B1 – Award/Rejection Authority Memorandum Form 146 (Rev 05/30/2024)

Page 2 of 5

### **ADDITIONAL INFORMATION**

The Office of Economic and Small Business Development (OESBD) determined that no County Business Enterprise (CBE) participation goal should apply to this solicitation based on their review of the products and services requested and availability of CBE firms to perform the services.

Section 1-81.3(a) of the Code of Ordinances provides for the setting of a CBE goal of at least twenty-five percent (25%) unless the Board of County Commissioners or County Administrator (under limited circumstances) approves a different goal, or no goal based upon a written determination by the Director of the Office of Economic and Small Business Development (OESBD). The Board's approval of this item will result in no CBE goal being set for the applicable agreement consistent with the written determination provided by the Director of OESBD

The purpose of this contract is to furnish all new parts, materials, tools, equipment, and labor for the installation, maintenance and repair services of CCTV cameras and related equipment installed throughout Broward County Port Everglades.

In accordance with the Broward County Living Wage Ordinance, Broward County Administrative Code, Section 26-101(i), these services are covered services. The vendor, Quality Wiring Inc., has agreed to be bound to the contractual obligations of the Living Wage Ordinance.

The allowances incorporated in this contract, in the total initial term amount of \$640,500, include annual allowances in the amount of \$213,500 which includes \$35,000 for parts and materials, \$1,500 for permits and fees, \$15,000 for equipment rental and specialty services of Axis cameras, plus an annual expenditure amount of \$162,000 for brand cameras and related parts from the Discount-from-List Pricing / Catalog Pricing. Expenditures under the allowances must be approved by the Contract Administrator and will be reimbursed at the vendor's actual cost without mark-up.

### Recommendation to Reject:

The Port Everglades Department (Port) reviewed the bids submitted by apparent low bidder, Briggs Management & Associates LLC (Briggs), and did not concur with the recommendations for award. The Port's nonconcurrence for Briggs resulted from the insufficient number of positive vendor references; and Briggs' previous business experience is limited to electrical contracting work and lacks any reference to CCTV projects or related work. In accordance with the solicitation's General Conditions, 8. Qualifications of Vendors, the County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses and find Vendor nonresponsible where the evaluation indicates insufficient or uncertainty regarding ability to perform. Based on the forementioned, it is recommended that Briggs Management & Associates LLC be determined nonresponsible due to the uncertainty of the ability to perform the services needed.

### **Recommendation to Rescind Rejection:**

On August 15, 2025, the Director of Purchasing approved the rejection of 4 Best Business Corp dba 4BB Corp (4BB) due to Port's non-concurrence. Port's original review and assessment of 4BB resulted in a non-concurrence due to multiple negative performance evaluation reviews documented by Broward County Agencies that previously used 4BB's services for CCTV projects. Subsequently, the next bidder, Quality Wiring, Inc., was recommended for award and the recommendation was posted to Purchasing's website. Upon notification that the recommendation for award (RFA) was posted, 4BB inquired to reason its bid was rejected. Purchasing replied and referred 4BB to the non-concurrence. Contradictory, 4BB contended that the non-concurrence did not reflect 4BB's experience with users of the County's contract and that evaluation reference was from an Outside Plant Cabling contract. Based on 4BB's refutation of the non-concurrence, the Port reviewed and re-assessed 4BB's average performance evaluation score; and redetermined its decision to concur with the recommendation for award.

### **Rescind Recommendation to Award:**

Consequently, due to the Port's redetermination and its concurrence to award to 4BB, the previous recommendation for award to Quality Wiring, Inc. is rescinded.

### **Recommendation to Award:**

The Purchasing Division reviewed the prices submitted by the low responsive, responsible vendor, 4 Best Business Corp, a certified County Business Enterprise (CBE) and determined that the prices submitted are fair and reasonable in comparison to the prices of the next bidder, Quality Wiring, Inc., and the current Broward County contract, BLD2120259B1, for these same services. The difference in the total bid for 4BB. to the apparent low bidder is \$6,263.

Incu Mai Jun Sep The The	umbent: L&D Services, ntenance and Repair. C e 17, 2024, Second Reptember 15, 2025. Expension was advertised on a contract consists of the Recommendation for A	contract Term: June 18, 2020 enewal: June 18, 2024 throunditures to date: \$1,829,325 May 15, 2025, and opened e County's solicitation and to ward will be posted on the	o, Conti ) throug igh Jun 5.20. on Jun welve v	ract Number and Tigh June 17, 2023, First 17, 2025, 90-Day e 06, 2025; 12 bids wendor responses.	Page 3 of 5 tle: BLD2120259B1 CCTV Install, est Renewal: June 18, 2023 through Extension: June 18, 2025 through were received with no declinations.  e; and this item will be submitted filed against this procurement).
so	LICITATION METHO	D	SOLI	CITATION INFOR	MATION
$\boxtimes$	Invitation for Bid	Request for Quote	Client	Agency:	Port Everglades
	Emergency [4]	☐ Piggyback <sup>[4]</sup>	Requi	sition ID:	PAD0000996
			Folde	r No:	21300352
	Sole Brand [4]	☐ Sole Source [4]		ation No: ormal Quotes Only)	
	Only Source [3]		Poste		May 15, 2025
	Date Notice posted: (*Applies to Sole Brand, Sole Source and/or Most Reasonable Source)		Open	ed on:	June 06, 2025
	Responses:	Yes No (If Yes, Director of Purchasing and/or Designee final Designation Date):	Numb	er of Responses:	12
	Standardized by:		Numb	er of Declinations:	0
	☐ Board:				
	☐ Director of Purchas	ing:			
OF	FICE OF ECONOMIC	AND SMALL BUSINES	S DEV	ELOPMENT (OES	SBD)
OES	SBD has reviewed this :	solicitation and determined:			
	(SBE)/County Busine therefore is consid	d [Small Business Enterpriess Enterpriess Enterprise (CBE)] and dered a responsive and der the OESBD provisions	nd nd	(CBE)/Disadvantag goal requirements Effort and therefore	e [County Business Enterprise ged Business Enterprise (DBE)] and/or demonstrated Good Faith e is considered a responsive and under the OESBD provisions of
	Disadvantaged Busi participation goal and	d therefore is considered nsible bidder under the OES	BE) La	brand, or reasona Vendors List (Q)	een designated a sole source/sole ble sole source/brand, Qualified VL), emergency or piggyback, ect is not subject to the OESBD

BLD2130352B1 – Award/Rejection Authority Memorandun	n Form 146 (Rev 05/30/2024) Page <b>4</b> of <b>5</b>
It should be solicited to open market with no assigned goals.	Due to no responses received from SBE vendors during the original solicitation, this solicitation was rebid to the open market. Per OESBD, no goals were applied to the re-solicitation.
This is an Informal Quote. A review for SBE/CBE vendors was conducted through the CBE/DBE Directory for potential vendors.	
WHAT APPROVAL ACCOMPLISHES [8]	
· · · · · · · · · · · · · · · · · · ·	Code, Section 21.47.(b)(1), the Director of Purchasing may 000, inclusive of the value of any renewals or extensions.
award bids in any amount over \$500,000, inclusive of has been determined to be non-responsive or non-responsive.	Code, Section 21.47.(b)(2), the Director of Purchasing may of any extensions or renewals, contingent upon no bidder sponsible, no protests have been filed, and more than one d that no Commissioner has expressed an objection within from the Purchasing Division.
•	nt Code, Section 21.19(b), Board approved standardized or of Purchasing regardless of the contract amount without
<del></del>	Code, Section 21.37.(b), Waiver of Technicality, a lack of insubstantive in nature may be considered a technicality or chasing.
	ode, Section 21.39 Rejection After Bid Opening, any or all or or designee, including those bids in which there is only
APPROVAL AUTHORITY	
Title: Purchasing Agent	Title: Purchasing Manager
✓ APPROVE DISAPPROVE	✓ APPROVE DISAPPROVE
Neda Fugusto Digitally signed by Neda Augusto Date: 2025.08.22 14:06:19 -04'00'	Jeannette Ferrell  Digitally signed by JEANNETTE FERRELL Date: 2025.08.22 14:12:19 -04'00'
(Signature & Date)	(Signature & Date)
Title:	Title: Director of Purchasing
☐ APPROVE ☐ DISAPPROVE	✓ APPROVE DISAPPROVE
	Robert Gleason Digitally signed by Robert Gleason Date: 2025.08.22 16:22:49 -04'00'
(Signature & Date)	(Signature & Date)

<sup>&</sup>lt;sup>8</sup> The Award Rejection Authority Memorandum must be signed by the appropriate authority prior to Recommendation for Award (RFA) posting in accordance with the most recently issued delegation memorandum.

Exhibit 6

BLD2130352B1 – Awa	<u>ard/Rejection Authority Mem</u>	<u> </u>	2024)	Page 58 of 111
ATTACHMENTS			P	age <b>5</b> of <b>5</b>
⊠ Bid Tab	○ OESBD Document	□ Using Agency Concurrence     □ Using Agency Concurr	e 🗌 Certifica	ite of Insurance
	☐ Sole Source	☐ Sole Brand	Purchas	sing Agent Report
Board or County Emergency Men	Administrator Approved no	<ul><li>✓ Other:</li><li>- Percentage Discou</li><li>- Nonconcurrences f</li></ul>		lers

8	Solicitation litle: CCIV installation, Maintenance and Repair			,			_		-					-	
				4	4 BEST BUSINESS CORP	ESS CORP	Alpha Security & Fire Alarm Services, Inc.	: Alarm Services, Inc.	Aut	Automated Port Solutions	Solutions	BC	BCI Integrated Solutions	olutions	
		8	Bid Amount			\$628,800.00		\$1,279,950.00			\$1,155,000.00			\$1,121,250.00	
		Bid	Bid Allowance			\$640,500.00		\$640,500.00			\$640,500.00			\$640,500.00	
		Total Cost Initial 3-Year	itial 3-Year			\$1,269,300.00		\$1,920,450.00	0		\$1,795,500.00			\$1,761,750.00	
#	Items Description	Quantity Required	Quantity Unit of Required Measure	Percentage of Price Attributed to Labor Portion of Service	Percentage Unit Price of Price Attributed to Labor Portion of Service	Total Cost	Percentage of Unit Price Price Attributed to Labor Portion of Service	e Total Cost	Percentage of Price Attributed to Labor Portion of Service	Unit Price Total Cost	Total Cost	Percentage of Price Attributed to Labor Portion of Service	Percentage Unit Price of Price Attributed to Labor Portion of Service	Total Cost	
L															
#1-	#1-1 Maintenance - Level 1 Technician (Regular Hourly Rate)	2880	HOUR	09	\$45	\$129,600.00	75 \$85	\$244,800.00	100	\$6\$	\$273,600.00	100	\$85	\$244,800.00	
#1-	#1-2 Maintenance - Level 1 Technician (Overtime Hourly Rate)	09	HOUR	09	\$45	\$2,700.00	75 \$127.50	\$7,650.00	100	\$142.50	\$8,550.00	100	\$127.50	\$7,650.00	
#1-	#1-3 Maintenance - Level 2 Technician (Regular Hourly Rate)	1680	HOUR	09	\$50	\$84,000.00	75 \$125	\$210,000.00	100	\$85	\$142,800.00	100	06\$	\$151,200.00	
#1	#1-4 Maintenance - Level 2 Technician (Overtime Hourly Rate)	09	HOUR	09	\$50	\$3,000.00	75 \$187.50	\$11,250.00	100	\$127.50	\$7,650.00	100	\$135	\$8,100.00	
#1-5	Installation - Level 2 Technician Certified Electrician (Regular 5 Hourly Rate)	0009		09	\$65	\$390,000.00	75 \$125	\$750,000.00	100	\$112	\$672,000.00	100	\$110	\$660,000.00	
1	Installation - Level 2 Technician Certified Electrician (Overtime	Ö		8	i d	00000	75	00 000	9	0	400 00	9	7	00000	

So	Bid Tabulation: BLD2130352B1 Solicitation Title: CCTV Installation, Maintenance and Repair															
				Briggs Man	agement 8	&Associate LLC	Bryant Inte	egrated Te	Briggs Management & Associate LLC Bryant Integrated Technologies, Inc.		Electricians On Call Corp	n Call Corp	Integrated	Fire and Se Inc.	Integrated Fire and Security Solutions Inc.	
		i	Bid Amount			\$622,537.20			\$1,350,660.00			\$1,371,900.00			\$1,096,620.00	
		Bid /	id Allowance			\$640,500.00			\$640,500.00	0		\$640,500.00	0		\$640,500.00	_
		Total Cost Init	Initial 3-Year			\$1,263,037.20	_		\$1,991,160.00	0		\$2,012,400.00			\$1,737,120.00	
#	Items Description	Quantity Required		Percentage Unit Price Total Cost of Price Unit of Attributed Measure to Labor Portion of	Unit Price	Total Cost	Percentage Unit Price Total Cost of Price Attributed to Labor Portion of	Unit Pric	e Total Cost	Percentage of Price Attributed to Labor Portion of Service	Percentage of Unit Price Total Cost Price Attributed to Labor Portion of Service	Total Cost	Percentage of Price Attributed to Labor Portion of Service	Unit Price	Total Cost	
		-		Service			Service		I				ı	ı	ı	
¥	#1-1 Maintenance - Level 1 Technician (Regular Hourly Rate)	2880	HOUR	20	\$40.10	\$115,488.00	100	\$112	\$322,560.00	100	\$115	\$331,200.00	100	86\$	\$282,240.00	_
#1	#1-2 Maintenance - Level 1 Technician (Overtime Hourly Rate)	09	HOUR	20	\$57.87	\$3,472.20	100	\$145	\$8,700.00	100	\$175	\$10,500.00	100	\$147	\$8,820.00	
#1	#1-3 Maintenance - Level 2 Technician (Regular Hourly Rate)	1680	HOUR	20	\$57.87	\$97,221.60	100	\$125	\$210,000.00	100	\$165	\$277,200.00	100	\$6\$	\$164,640.00	
#1.	#1-4 Maintenance - Level 2 Technician (Overtime Hourly Rate)	09	HOUR	20	\$84.54	\$5,072.40	100	\$165	\$9,900.00	100	\$175	\$10,500.00	100	\$147	\$8,820.00	_
#1	Installation - Level 2 Technician Certified Electrician (Regular #1-5 Hourly Rate)	0009	HOUR	20	\$62.32	\$373,920.00	100	\$125	\$750,000.00	100	\$115	\$690,000.00	100	\$6\$	\$588,000.00	
#1	Installation - Level 2 Technician Certified Electrician (Overtime #1-6 Hourly Rate)	300		50	\$91.21	\$27,363.00	100	\$165	\$49,500.00	100	\$175	\$52,500.00	100	\$147	\$44,100.00	

\$640,500.00 \$2,597,700.00 Unit Price Total Cost \$1,957,200.00 \$1,080,000.00 \$460,800.00 \$302,400.00 \$13,200.00 \$16,800.00 \$84,000.00 **Telesphere Solutions** \$220 \$180 \$160 \$280 \$180 \$280 Attributed to Labor Portion of of Price Service 20 70 20 20 2 20 \$1,337,310.00 Unit Price Total Cost \$640,500.00 \$696,810.00 \$387,000.00 \$158,400.00 \$124,320.00 \$3,300.00 \$4,440.00 \$19,350.00 **Quality Wiring** \$64.50 \$64.50 \$74 \$55 \$55 \$74 Attributed to Labor Portion of of Price Service 100 100 100 100 100 100 \$1,466,100.00 ercentage Unit Price Total Cost \$640,500.00 \$825,600.00 L&D Services, LLC dba The Ivory \$187,200.00 \$126,000.00 \$480,000.00 \$3,900.00 \$24,000.00 \$4,500.00 \$65 \$65 \$75 \$75 \$80 \$80 Attributed to Labor Portion of Service of Price 100 100 75 20 \$750,900.00 \$640,500.00 \$1,391,400.00 \$109,200.00 \$450,000.00 \$158,400.00 \$3,900.00 \$25,500.00 \$3,900.00 Intellitech Systems ercentage Unit \$55 \$65 \$65 \$65 \$75 \$85 Attributed to Labor Portion of of Price Service 85 82 90 90 Bid Allowance **Bid Amount** Total Cost Initial 3-Year Unit of Measure HOUR HOUR HOUR HOUR HOUR Quantity Required 2880 1680 0009 300 Installation - Level 2 Technician Certified Electrician (Overtime Maintenance - Level 2 Technician (Overtime Hourly Rate) Installation - Level 2 Technician Certified Electrician (Regular Solicitation Title: CCTV Installation, Maintenance and Repair Maintenance - Level 1 Technician (Overtime Hourly Rate) Maintenance - Level 1 Technician (Regular Hourly Rate) Maintenance - Level 2 Technician (Regular Hourly Rate) Items Description Hourly Rate) Hourly Rate) #1-1 #1-2 #1-3 #1-4 #1-5

Bid Tabulation: BLD2130352B1



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT **Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

### **MEMORANDUM**

DATE: February 20, 2025

TO: Vincent Tuzeo, Program/Project Coordinator

Port Everglades Operations Division

THRU: Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

SANDY-MICHAEL Digitally signed by SANDY-MICHAEL MCDONALD **MCDONALD** 

Date: 2025 03 03 18:22:38 -05'00'

Donna-Ann Knapp, Small Business Development Manager DONNA-ANN FROM:

Office of Economic and Small Business Development

**KNAPP** 

Digitally signed by DONNA-Date: 2025.02.28 08:04:53

SUBJECT: No CBE Goal for CCTV Install, Maintenance and Repair (FY2025)

Broward County, via the Port Everglades' Operations Division, is seeking to secure a contract, with an Axis Communications vendor, to provide all new parts, materials, tools, equipment, and labor for the installation, repair, and maintenance services of Axis Communications cameras and related equipment, installed throughout Broward County Port Everglades Department. This solicitation is opened only to Axis Communications Authorized Manufacturer's Distributors.

Currently there is an insufficient number of CBE firms that can provide the required commodity as an Authorized Manufacturer's Distributor. Therefore, consistent with the Broward County Business Opportunity Act, as amended, Sec. 1-81.3(a)(1), no CBE goal is applicable for this project. According to Sec. 1-81.10(a)(1) of the Act, if a responsive, responsible bid is received from a certified CBE firm that is within ten percent (10%) of the lowest bid received from a non-CBE firm, the CBE shall be offered the opportunity to match the lowest bid. Similarly, Per Sec. 1-81.10(a)(2) if a non-CBE firm is the highest-ranked firm, and a responsive, responsible CBE firm receives a score that is within five percent (5%) of the score obtained by the non-CBE firm, the highest-ranked responsive, responsible CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Eliaibility for the CBE program is based on economic/size standards; the program does not utilize race or gender criteria for either certification or goal methodology purposes. The above assignment is based on our examination of the scope of work and cost estimate as submitted to the Office of Economic and Small Business Development by the Using Agency.

This contract is not subject to the Broward County Workforce Investment Program.

This contract is not subject to the Broward County Construction Apprenticeship Program.

No CBE Goal Memorandum for CCTV Install, Maintenance and Repair (FY2025)

If you have any concerns regarding available subcontracting opportunities, please contact our office at (954) 357-6400.

cc: Maribel Feliciano, Assistant Director, OESBD
Olga Sheyner, Small Business Development Specialist, OESBD



TO: Robert Gleason, Director

Purchasing Division

FROM: Robert Jenkins, Manager, Port Admin, Security

Port Everglades Department

SUBJECT: Solicitation No.: BLD2130352B1

Solicitation Title: CCTV Installation, Maintenance and Repair

Recommended Vendor: 4 Best Business Corp. Recommended Group(s)/Line Item(s): All Line Items

Potential Total Amount: \$2,115,500.00 Initial Award Amount: \$1,269,300.00 Contract Term, including Renewals Five Years Initial Contract Term: Three Years

### CONCURRENCE:

|X| The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

FINANCIAL BACKGROUND/D & B REPORT: (check one) X I am satisfied with the Vendor's financial background and/or rating and payment performance.

### LITIGATION HISTORY: (check one)

☑ I have reviewed the Litigation History Form and there is no issue of concern.

Refer to additional information from the Office of the County Attorney to address an issue/concern.

### PAST PERFORMANCE: (check all that apply)

I have reviewed the Vendor's past Performance Evaluations in ContractsCentral and:

X Vendor received an overall rating ≥ 2.59 on all evaluations.

☐ Not applicable Provide explanation if choosing this option

- ☐ No evaluations within the past three years contained any items rated a score of 2 or less.
- Vendor received a rating ≤ 2.59 on an evaluation(s). Refer to additional information.
- $\boxtimes$  Vendor received a score of  $\leq 2$  on an individual item(s). Refer to additional information.
- Past evaluations are not relevant to the scope of this contract.
- No past Performance Evaluations exist in ContractsCentral.

### AND

Reference Verification Forms are attached.

### OR

Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$100,000 and the Vendor has a Performance Evaluation within the past three years.

### **NON-CONCURRENCE:**

☐ I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement.

TYPED NAME OF SIGNER: Glenn A. Wiltshire TITLE: Deputy Port Director

(Individual authorized to administer the contract.)

SIGNATURE: GLENN WILTSHIRE Digitally signed by GLENN WILTSHIRE Date: 2025.08.21 16:48:56-04'00'

DATE: 8/21/25



### Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: E		/ CCTV Installation	on, Maintenanc	e and Repair	
Reference for (Name of Firm): 4 Best Busines					
Organization/Firm Name providing reference	: Amkin Group				
Contact Name: <sub>Juan Pablo Alfonso</sub>		Title: <sub>Senic</sub>	r Project Mana	ger	
Contact Email: jalfonso@amkinre.com		Contact Pl	none: <sub>(754)</sub> 21	4-0601	
Name of Referenced Project: Camera System	s and Access Contro	ol .			
Contract No.			mount: <sub>785,00</sub>	0.00	
Date Services Provided: 2019 to Present					_
(list date ra	ange or date servic	es began until "	current")		_
Vendor's role in Project: ☑ Prime Vendor	☐ Subconsultant/9	Subcontractor			
Would you use this vendor again? ☑ Yes			n Additional C	omments (below).	
Description of services provided by Vendo	or:				
Manage and maintain over 1000 CCTV cameras		V system softwar	e		
Please rate your experience with the	Needs	Satisfactory	Excellent	Not	
referenced Vendor:	Improvement			Applicable	
Vendor's Quality of Service     a. Responsive		₹			
b. Accuracy		<b>7</b>			
c. Deliverables		<b>V</b>			
2. Vendor's Organization:		₹		П	
a. Staff expertise     b. Professionalism	_	_	_	_	
c. Turnover		✓			
		✓			
Timeliness of:     a. Project		✓			
b. Deliverables		V			
	_	_			
Additional Comments: (provide on additional sheet	-				
I contacted Mr Alfonso by phone 07/07/29		to the verifical	tion form iten	ns were	
entered by Vince Tuzeo from phone inter	\/I <b>△</b> \//				
	VICVV.				
	vicw.				
References Checked Bv	view.				
References Checked By Name: Vince Tuzeo	viow.	Title: Pro	gram/Project C	oordinator	

Vendor Reference Verification Form – Bids and Quotes (Revised 1/22)



### **Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title:	BLD2130352B1 - PEV	CCTV Installation	on, Maintenance	e and Repair
Reference for (Name of Firm): 4 Best Busine	ss Corp.			
Organization/Firm Name providing reference	e: Miami Dade County	y Public Schools		
Contact Name: Pablo Vilchez		Title: <sub>Buildi</sub>	ing Security Sys	stems Coordinator
Contact Email: pvilchez@dadeschools.net		Contact Pl	hone: <sub>(305)</sub> 99	5-7802
Name of Referenced Project: CCTV and Sec	urity Systems Service	S		
Contract No.		Contract A	mount: <sub>7,500,0</sub>	00.00
Date Services Provided: 2021 to Present				
(list date	range or date servic	es began until "	current")	
Vendor's role in Project: ☑ Prime Vendor Would you use this vendor again? ☑ Yes  Description of services provided by Vend	·		n Additional Co	omments (below).
Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service     a. Responsive		<b>7</b>		
b. Accuracy		<b>V</b>		
c. Deliverables		<b>V</b>		
2. Vendor's Organization:		✓		
<ul><li>a. Staff expertise</li><li>b. Professionalism</li></ul>		<b>7</b>	П	
c. Turnover	_	— [7]		_
3. Timeliness of:				
a. Project b. Deliverables	_	_		_
S. Deliverables		☑		
References Checked By		Title: D	grans (Dunio et C	
Name: Vince Tuzeo  Division/Department: Port Everaledes Division/	Socurity		gram/Project Cerification: 06/1	
Division/Department: Port Everglades Division/	Security	Date of Ve	erincation: 06/1	18/2025

Vendor Reference Verification Form – Bids and Quotes (Revised 1/22)





### **Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title: BL	.D2130352B1 - PEV	CCTV Installation	on, Maintenanc	e and Repair
Reference for (Name of Firm): 4 Best Business	Corp.			
Organization/Firm Name providing reference:	JLL			
Contact Name: Ingrid Vasquez		Title: Senic	r Vice Presider	nt
Contact Email: Ingrid.vasquez@jll.com		Contact Pl	none: <sub>(305)</sub> 37	3-3400
Name of Referenced Project: Camera Systems	and Access Control			
Contract No.			mount: <sub>471,00</sub>	0.00
Date Services Provided: 2021 to Present				
(list date rai	nge or date service	es began until "	current")	
Vendor's role in Project: ☑ Prime Vendor ☐ Would you use this vendor again? ☑ Yes  Description of services provided by Vendor	·		n Additional C	omments (below).
Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service     a. Responsive		<b>V</b>		
b. Accuracy		<b>V</b>		
c. Deliverables		☑		
2. Vendor's Organization:		☑		
a. Staff expertise     b. Professionalism		✓		
c. Turnover		☑		
3. Timeliness of:				
a. Project b. Deliverables		<b></b>		
References Checked By Name: Vince Tuzeo Division/Department: Port Everglades Division/Se	ecurity		gram/Project C erification: 07/0	
J.( gladdo				

Vendor Reference Verification Form – Bids and Quotes (Revised 1/22)



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8	P.O.

Price Analysis Solicitation No.: Bid #BLD2 Solicitation Title CCTV Inst Using Agency: Port Everg	Price Analysis Solicitation No.: Bid #BLD2130352B1 Solicitation Title CCTV Installation, Maintenance and Repair Using Agency: Port Everglades Department	Date Bid Posted: Date Bid Opened: Bid Submittals: Declinations:	sted: ened: Is:	5/15/2025 6/6/2025 12 0							Purwwww.	BRICHARD FLORE FLO	ARD A DOUNTY DIVISION Ourchasing
	Line Items			4 Best	4 Best Business Corp	ę.	Qua	Quality Wiring, Inc.		Unit Price	Current BLD21: 6/18/2020	Current Contract BLD2120259B1 6/18/2020-9/15/2025	Unit Price
#	Item Description:	Quantity Required	Unit of Measure	Percentage of Price Attributed to Labor Portion of Service	Unit Price	Total Cost	Percentage of Price Attributed to Labor Portion of Service	Unit Price	Total Cost	Percentage Difference	Price	Total	Percentage Difference
#0-1	Maintenance - Level 1 Technician (Regular Hourly Rate)	2880	Hour	09	\$45	\$129,600.00	100	\$55	\$158,400.00	-18%	\$50.00	\$144,000	-10.00%
#0-2	Maintenance - Level 1 Technician (Overtime Hourly Rate)	9	Hour	09	\$45	\$2,700.00	100	\$55	\$3,300.00	-18%	\$75.00	\$4,500	-40.00%
#0-3	Maintenance - Level 2 Technician (Regular Hourly Rate)	1680	Hour	09	\$50	\$84,000.00	100	\$74	\$124,320.00	-32.43%	\$60.00	\$100,800	-16.67%
#0-4	Maintenance - Level 2 Technician (Overtime Hourly Rate)	90	Hour	09	\$50	\$3,000.00	100	\$74	\$4,440.00	-32.43%	\$90.00	\$5,400	-44.44%
<b>**0</b>	Installation - Level 2 Technician Certified Electrician (Regular Houfty Rate)	6000	Hour	09	\$65	\$390,000.00	100	\$64.50	\$387,000.00	1%	\$60.00	\$360,000	8%
9-0#	Installation - Level 2 Technician Certified Electrician (Overtime Hourly Rate)	300	Hour	09	\$65	\$19,500.00	100	\$64.50	\$19,350.00	1%	N/A	N/A	N/A
	Subtotal:					\$628,800,00			\$696,810.00	-10%			
Total Allowanc	Total Allowance Amount for the Initial Three-Year Term:					\$640,500,00			\$640,500.00	%0			

For the purpose of this price analysis and comparison, the unit prices of the responsive and responsible bidder, 4 Best Business Corp, were compared to the prices of the next low bidder, Quality Wring, Inc. and the current contract (BLD2120259B1).

Prices from PAV was less than 25% from Vendor = Prices from PAV greater than 25% from Vendor =

Supplier	Percentage Discount-from-List Pricing/Catalogue
4 BEST BUSINESS CORP	16
Alpha Security & Fire Alarm Services, Inc.	12
Automated Port Solutions	3
BCI Integrated Solutions	17.5
Briggs Management & Associate LLC	3
Bryant Integrated Technologies, Inc.	13
Electricians On Call Corp	5
Integrated Fire and Security Solutions Inc.	12
Intellitech Systems	18
L&D Services, LLC dba The Ivory Group	22
Quality Wiring	25
Telesphere Solutions	5



TO Robert Gleason, Director **Purchasing Division** FROM: Robert Jenkins. Manager, Port Admin. Security Port Everglades Department SUBJECT: Solicitation No.: BLD2130352B1 Solicitation Title: CCTV Installation, Maintenance and Repair Recommended Vendor: Briggs Management and Associate LLC Recommended Group(s)/Line Item(s): All Line Items Potential Total Amount: \$2,105,062.00 Initial Award Amount: \$1,263,037.20 Contract Term, including Renewals Five Years Initial Contract Term: Three Years **CONCURRENCE:** The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor. FINANCIAL BACKGROUND/D & B REPORT: (check one) ☐ I am satisfied with the Vendor's financial background and/or rating and payment performance. Not applicable Provide explanation if choosing this option LITIGATION HISTORY: (check one) ☒ I have reviewed the Litigation History Form and there is no issue of concern. Refer to additional information from the Office of the County Attorney to address an issue/concern. PAST PERFORMANCE: (check all that apply) I have reviewed the Vendor's past Performance Evaluations in ContractsCentral and:  $\square$  Vendor received an overall rating  $\ge 2.59$  on all evaluations. No evaluations within the past three years contained any items rated a score of 2 or less. Vendor received a rating ≤ 2.59 on an evaluation(s). Refer to additional information.  $\square$  Vendor received a score of  $\leq 2$  on an individual item(s). Refer to additional information. Past evaluations are not relevant to the scope of this contract. No past Performance Evaluations exist in ContractsCentral. AND Reference Verification Forms are attached. OR Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$100,000 and the Vendor has a Performance Evaluation within the past three years. **NON-CONCURRENCE:** X I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement. TITLE: Security Manager TYPED NAME OF SIGNER: Robert Jenkins (Individual authorized to administer the contract.) SIGNATURE: ROBERT JENKINS Digitally signed by ROBERT JENKINS Date: 2025.08.07 10:46:05 -04'00' DATE: 8/7/25



### VINCENT has declined this approval request

### Date

08/07/2025 10:02 AM EDT

### Comment

We decline BMA based on the attached justifications. Previous negative experience expressed by current Port Security Staff with the owner of BMA when they were contracted at the Port for CCTV work several years ago as the company JLS, is documented in the Notice of non-compliance attachment. Regarding current vendor references: Only one of the returned vendor references provided a positive result, one reference was negative, and the third vendor reference declined to comment because he did not want to give a negative reference on the record. Additional references were requested from BMA and provided on 08/07/25, attached. After reviewing the provided documentation, it was determined all provided information was related to electrical contracting work and there was no reference to any CCTV projects or work to review. No further action was taken.

### Attachments

FY25_CCTV_BLD2130352B1-User_Concurrence_for_Award_(BMA_L (707.4 kB)	☑ View Document 🕹 Downloa
Vendor_Ref_Verif_Form_BMABeach_Club_Apts_resp_080525.pdi (1.1 MB)	✓ View Document  ✓ Download  ✓ Downlo
Vendor_Ref_Verif_Form_BMAMDCPS_response_080425.pdf (1.6 MB)	☑ View Document 🕹 Downloa
Vendor_Ref_Verif_Form_BMASecuritas_response_072825.pdf (1.6 MB)	☑ View Document
JLS-Notice_of_Non-Compl_Sam_Harvill_061616(1).pdf (4.9 MB)	☑ View Document 🕹 Downloa
BMA_Letter_addt'I_Corp_references.pdf (1.2 MB)	✓ View Document  ✓ Download  ✓ Downlo

### Tuzeo, Vincent

From: Mingo, Dwayne K. <DMingo@dadeschools.net>

Sent: Monday, August 4, 2025 10:00 AM

To: Tuzeo, Vincent; HENRY, GREIG A; MIRANDA, EDEL

Subject: RE: MDC Public Schools Vendor Reference Verification - Briggs Management & Assoc

LLC

**Attachments:** Vendor Ref Verif Form BMA - MDCPS.pdf; FY25 CCTV BLD2130352B1-Offer Apvl Descr

072225 due 080825.pdf

### **External Email Warning**

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Report Suspicious

Good morning Mr. Tuzeo,

Unfortunately, M-DCPS Facilities Operations, Maintenance is unable to provide an evaluation for Briggs Management & Assoc LLC.

I do not have a completed project to fully derive an assessment.

Dwayne Mingo, Executive Director Facilities Operations - Maintenance Building Security Systems 786.256.2878 Direct Line 305.995.7870 Office

DMingo@dadeschools.net

305.995.7807 Fax

From: HENRY, GREIG A < GHENRY@dadeschools.net>

Sent: Friday, August 1, 2025 1:35 PM

To: Mingo, Dwayne K. < DMingo@dadeschools.net>

Subject: FW: MDC Public Schools Vendor Reference Verification - Briggs Management & Assoc LLC

Importance: High

From: Tuzeo, Vincent < VTUZEO@broward.org>

**Sent:** Friday, July 25, 2025 1:13 PM

To: HENRY, GREIG A < GHENRY@dadeschools.net >

Subject: MDC Public Schools Vendor Reference Verification - Briggs Management & Assoc LLC

Importance: High

You don't often get email from vtuzeo@broward.org. Learn why this is important

**CAUTION:** This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

# Hello Mr. Henry,

Your contact information was provided as a company reference by Briggs Management. We are finalizing our solicitation for a CCTV maintenance vendor contract and would like your input in the attached form. I would greatly appreciate if you could return the completed vendor reference form by August 8<sup>th</sup> which is my deadline to submit all reference verifications for this solicitation.

Thank you for your assistance.

Best Regards,

# Vince Tuzeo

Program/Project Coordinator



Port Everglades Department/Broward County Office of the Chief Executive/Port Director/Security 1850 Eller Drive, Fort Lauderdale, FL 33316 954-468-3717 (Office) 954-253-1270 (Cell) vtuzeo@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.



# **Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title:	BLD2130352B1 - PEV	CCTV Installation	on, Maintenanc	e and Repair				
Reference for (Name of Firm): Briggs Manag	ement and Associate	LLC						
Organization/Firm Name providing reference	Organization/Firm Name providing reference: Miami Dade County Public Schools							
Contact Name: Greig Henry		Title:						
Contact Email: ghenry@dadeschools.net		Contact P	hone: <sub>(786)</sub> 45	9-7439				
Name of Referenced Project: Auburndale Ele	mentary Card Access							
Contract No.		Contract A	mount: <sub>56,000</sub>	.00				
Date Services Provided: 2025								
(list date	range or date servic	es began until "	current")					
Vendor's role in Project: ☑ Prime Vendor	☐ Subconsultant/S	Subcontractor						
Would you use this vendor again? ☐ Yes			n Additional C	omments (below).				
Description of services provided by Vend	or.							
Decempation of convided provided by vend	<b></b>							
Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable				
Vendor's Quality of Service								
<ul><li>a. Responsive</li><li>b. Accuracy</li></ul>								
c. Deliverables								
2. Vendor's Organization:								
<ul><li>a. Staff expertise</li><li>b. Professionalism</li></ul>	_			_				
c. Turnover								
3. Timeliness of:		_						
a. Project b. Deliverables	Ц			<del>-</del>				
b. Deliverables								
Additional Comments: (provide on additional sheet	if needed)							
Vendor reference responded by email 08		ect is incompl	ete at the tim	ne of request				
and could not provide a valid assessmer	nt.							
References Checked By								
Name: Vince Tuzeo		Title: Pro	gram/Project C	oordinator				
Division/Department: Port Everglades Division/Security Date of Verification: 08/04/2025								

Vendor Reference Verification Form – Bids and Quotes (Revised 1/22)

#### Tuzeo, Vincent

From: Ismael Hernandez <ismael.hernandez@securitas.com>

**Sent:** Monday, July 28, 2025 8:50 AM

**To:** Tuzeo, Vincent

Subject: Re: [External] Securitas Vendor Reference Verification - Briggs Management & Assoc

LLC

**Attachments:** Vendor Ref Verif Form BMA - Securitas.pdf

#### **External Email Warning**

This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETS Security by selecting the Report Suspicious or Report Phish button.

Report Suspicious

Good Morning Mr. Tuzeo,

Please find attached the vendor reference form. Feel free to reach out if you need any further information.

Best regards,

Securitas Technology



#### Ismael H

Project Manager - District 23 Securitas Technology Mobile: +1 (786) 910.2667

www.securitastechnology.com

From: Tuzeo, Vincent < VTUZEO@broward.org>

Sent: Friday, July 25, 2025 1:24 PM

To: Ismael Hernandez <ismael.hernandez@securitas.com>

Subject: [External] Securitas Vendor Reference Verification - Briggs Management & Assoc LLC

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**WARNING:** This message was sent by someone outside Securitas. Please do not reply, click links or open attachments from senders that you do not trust. When in doubt, use the Report Message button.

Hello Mr. Hernandez,

Your contact information was provided as a company reference by Briggs Management. We are finalizing our solicitation for a CCTV maintenance vendor contract and would like your input in the attached form. I would greatly appreciate if you could return the completed vendor reference form by August 8th which is my deadline to submit all reference verifications for this solicitation.

Thank you for your assistance.

Best Regards,

# Vince Tuzeo

# Program/Project Coordinator



Port Everglades Department/Broward County Office of the Chief Executive/Port Director/Security 1850 Eller Drive, Fort Lauderdale, FL 33316 954-468-3717 (Office) 954-253-1270 (Cell) vtuzeo@broward.org

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# **Vendor Reference Verification Form for Bids and Quotes**

Broward County Solicitation No. and Title: B			on, Maintenanc	e and Repair
Reference for (Name of Firm): Briggs Manage	ement and Associate	LLC		
Organization/Firm Name providing reference	Securitas Security			
Contact Name: Ismael Hernandez		Title: <sub>Proje</sub>	ct Manager	
Contact Email: ismael.hernandez@securitas.co	om	Contact P	hone: <sub>(786)</sub> 91	0-2667
Name of Referenced Project: OfficeMax				
Contract No.		Contract A	mount: 32,000	.00
Date Services Provided: 2025				
(list date ra	ange or date servic	es began until "	current")	
Vendor's role in Project: ☑ Prime Vendor	☐ Subconsultant/S	Subcontractor		
Would you use this vendor again? ☐ Yes	☑ No If No, p	olease specify i	n Additional C	omments (below).
Description of services provided by Vendo	or:			
Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service	☑			
a. Responsive b. Accuracy	☑			
c. Deliverables	☑			
2. Vendor's Organization:		V		
<ul><li>a. Staff expertise</li><li>b. Professionalism</li></ul>				
c. Turnover	_			<u> </u>
3. Timeliness of:	_ _	_	<u> </u>	_
a. Project b. Deliverables	<del>_</del>	_	_	
SI Deliverables			☑	
Additional Comments: (provide on additional sheet	if needed)			
Response received via email on 07/28/25	5			
References Checked By				
Name: Vince Tuzeo			gram/Project C	
Division/Department: Port Everglades Division/S	Security	Date of Ve	erification: 07/2	28/2025

Vendor Reference Verification Form – Bids and Quotes (Revised 1/22)

#### Tuzeo, Vincent

From: Jenkins, Robert

Sent: Wednesday, August 6, 2025 3:55 PM

**To:** Johns, Tarvis; Tuzeo, Vincent

Cc: Maduro, Nelford

**Subject:** RE: JLS Company Assessment

#### Tarvis,

I concur with your assessment and have provided Vince with emails that detail and document some of those experiences as well. The vendor had no basic inventory on hand, even down to boxes of screws, requiring technicians to stop work and leave the facility to purchase materials on the clock. The port suffered a lightning strike that required replacement of twenty cameras. It took several weeks to get the cameras delivered which is unacceptable for an MTSA regulated, critical infrastructure facility. We received a USCG notice of violation because the cameras were down so long.

Thanks for taking a few minutes to send the email.

R/



Robert K. Jenkins, Port Security Manager

Office of the Chief Executive/ Port Director

1850 Eller Drive, Suite 200 | Fort Lauderdale, FL 33316

Office: 954-468-0119 | Cell: 954-494-6728

<u>rojenkins@broward.org</u> PortEverglades.net

From: Johns, Tarvis < TBJOHNS@broward.org>
Sent: Wednesday, August 6, 2025 3:40 PM

To: Jenkins, Robert < rojenkins@broward.org>; Tuzeo, Vincent < VTUZEO@broward.org>

Cc: Maduro, Nelford < nmaduro@broward.org >

Subject: JLS Company Assesssment

My experience with JLS was very frustrating. The Port needed a vendor who could deliver high-quality work with reliable communication. Unfortunately, JLS was frequently unresponsive and did not adhere to agreed timelines. Due to limited funding, the purchase of required materials took significantly longer than expected and extended projects beyond the projected deadline. Additionally, the quality of the work provided was substandard and required significant follow-up. As a result, the overall experience fell short of expectations and did not represent a good return on investment.

Regards,



Tarvis Johns Senior System Network Analyst Port Everglades Security Office: 954-468-0161

Cell: 954-303-3409 <a href="mailto:tbjohns@broward.org">tbjohns@broward.org</a>



Port Everglades Department Administration

1850 Eller Drive, Fort Laudrdale, FL 33316

# **Notice of Non-compliance with Contract Requirements**

**DATE:** 06/16/2016

FROM: Samuel L. Harvill, Jr.

TO: JLS Security Plus, LLC

Sent via: E-Mail to:jlsplus@att

RE: Broward County Contract No.: X1332205B1

Title: CCTV Maintenance, Repair and Installation Services

The following deficiencies relative to you providing goods and/or services under the above referenced contract/purchase order/service contract require your immediate attention. A response to this notice is required within five (5) business days of receipt to avoid additional action by the County. Please be advised that this notice, and your response, will become a permanent part of your Broward County Vendor file and may be used as a basis for determining your eligibility to continue as a Broward County vendor. Your prompt response to this notice, and your action to correct the identified deficiencies, is appreciated. Please direct your response, and any questions, to:

Samuel L. Harvill, Jr., sharvill@broward.org, 954-549-9341

	IENCY/NON-COMPLIANCE
,	( all that apply)
Failure to meet specifications	Failure to replace damaged goods
Unauthorized substitution	Slow replacement of damaged goods
Poor product quality	Failure to pick up incorrect shipment
Poor product performance	Failure to respond to letter or phone call
Unauthorized delivery (Order not issued)	Failure to notify County concerning manufacturer discontinuation  Poor customer service
Improper method of delivery Unsatisfactory delivery time	Failure to supply Certificate of Insurance
Delivery made to wrong destination	Failure to supply Certificate of Insurance
Failure to deliver	Unsatisfactory installation
Failure to identify shipments per contract terms	Service not performed to specifications or by qualified technician
Short weight or count (Quantity delivered less than Order)	Failed inspection/delivered in damaged condition
Quantity delivered in excess of Order	Repair parts unavailable or Repair not completed in time specified
Vendor shipped incorrect merchandise	Warranty not honored/insufficient warranty work
Improper product packaging	Incorrect invoice(s)
Failure to follow palletizing instructions	Other
DESCRIPTION OF DEFICIENCY / REQUIRED CORRECTIVE A	CTION (attack additional pages if pagesant):
	chase order #PAD0000030 for 20 Axis P3364-VE cameras (encl 1)at
	0.00. JLS Security Plus, LLC informed the Port that they were unable
to deliver the cameras because they did not have sufficient funds	s (encl 2). This is a violation of the terms listed in the agreement
between JLS Security Plus, LLC and Broward County.	
Vendor response (attach additional pages if necessary):	
DV: TITLE.	CICNATURE. DATE.
BY: TITLE:	SIGNATURE: DATE:

Notice of Non-compliance with Contract Requirements

Contract/Purchase Order/Service Contract No. X1332205B1

Description/Contract Title: CCTV Maintenance, Repair and Installation Services

Final Using Agency DISPOSITION / RECOMMENDATION	N (check one) - To be completed following Vendor response					
Vendor has complied Complaint Closed Complaint Withdrawn Vendor has NOT complied, Additional action recommended						
Population (Using	Agency to complete)					
Complaint withdrawn	Invoice corrected					
Vendor failed to receive Purchase Order	Vendor counseled					
Delivery made after late notice sent	Order completed					
Performance corrected	Correct shipment received					
Material or item replaced	Certificate of Insurance received					
Equipment performance corrected	Performance/Payment guaranty received					
Other						
COMMENTS:						
	T''.					
Ву:	Title: Contract Administrator/Using Division Director					
Signature:	Date:					
For Purchasing	Division Use Only					
Performance not corrected - Purchasing Division action taken	Damages not paid. Vendor suspended until damages are paid					
Entire Order canceled	Damages paid					
Item cancelled from Contract (Vendor failure-vendor initiated)	Entire Contract canceled (Vendor fault)					
Item canceled from Contract (Vendor failure-County initiated)	Entire Contract canceled (No fault of vendor)					
Item canceled from Contract (No fault of vendor)	Vendor debarred					
Other Purchasing Division action taken - see Vendor File						
COMMENTS:						
By:	Title:					
Ву:	Title:					
By: Signature:	Title:					

PUR-078 (Rev. 3/16)

Vendor File

#### Tuzeo, Vincent

From: jasper briggs <jlsplus@att.net>
Sent: Thursday, June 16, 2016 3:15 PM

To: Harvill, Sam

Cc: Ferrell, Jeannette; Kraft, Deborah; Beauvoir, Christ-El; Jenkins, Robert; Garcia, Carlos;

Johns, Tarvis; Jasper Briggs

**Subject:** Re: Notice of Non-compliance with Contract Requirements

**Attachments:** Port letter.pdf; Notice of Non-Compliance with Contract Requirements (JLS Plus).pdf;

Encl 1.pdf; Encl 2.pdf

Sam:

Please see my response to the Notice of Non-Compliance.

#### Jasper Briggs

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From: "Harvill, Sam"
To: "'jlsplus@att.net"

Cc: "Ferrell, Jeannette"; "Kraft, Deborah"; "Beauvoir, Christ-El"; "Jenkins, Robert"; "Garcia, Carlos"; "Johns, Tarvis"

Sent: Thursday, June 16, 2016 1:39 PM

Subject: Notice of Non-compliance with Contract Requirements

# JLS Security Plus, LLC,

Please see the attached Notice of Non-compliance with Contract Requirements dated 6/16/2016 reference deficiencies relative to you providing goods under referenced contract.

A response to this notice is required within five (5) business days of receipt to avoid additional action by the County.

Please be advised that this notice, and your response, will become a permanent part of your Broward County Vendor file and may be used as a basis for determining your eligibility to continue as a Broward County vendor.

Your prompt response to this notice is appreciated.

Respectfully,

Samuel L. Harvill, Jr., CPP Security Operations Manager

Office: 954-468-0115 Mobile: 954-258-5781 Fax: 954-523-8713

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#### Harvill, Sam

To:

Harvill, Sam

Subject:

RE: Cameras needed

From: jasper briggs [mailto:jlsplus@att.net]
Sent: Wednesday, June 15, 2016 9:40 AM

To: Kraft, Deborah < <a href="mailto:DKRAFT@broward.org">DKRAFT@broward.org</a>; Jasper Briggs < <a href="mailto:ilsplus@att.net">ilsplus@att.net</a>>

Subject: Re: Cameras needed

Deb:

Right now we are awaiting funding. Contractors are slow paying at this time.

#### Debbie

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Thank you

From: "Kraft, Deborah" < DKRAFT@broward.org>

To: 'jasper briggs' < ilsplus@att.net>

Cc: "Beauvoir, Christ-El" < CBEAUVOIR@broward.org >; "Garcia, Carlos" < CDGARCIA@broward.org >; "Johns, Tarvis"

<TBJOHNS@broward.org>

Sent: Wednesday, June 15, 2016 8:18 AM

Subject: FW: Cameras needed

#### Good morning,

Need an answer this morning on this.

Thanks, Debbie

From: Kraft, Deborah

Sent: Tuesday, June 14, 2016 11:30 AM To: 'jasper briggs' <jlsplus@att.net>

Cc: Garcia, Carlos < CDGARCIA@broward.org>; Johns, Tarvis < TBJOHNS@broward.org>;

Beauvoir, Christ-El < CBEAUVOIR@broward.org >

Subject: Cameras needed

#### Goodmorning Debbie,

The purchase order we sent you for the 20 cameras are needed urgently. If these cannot be supplied immediately can you please respond back as we will have to cancel the purchase req. and go another route.

Please advise. Thanks,

# Deborah Kraft

dkraft@broward.org



Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

BROWARD	Board of County Commissioners PURCHASE	PURCHASE ORDER: PAD0000030 Show this number on all packages, invoices, and shipping papers	Change Date			
FLORIDA	ORDER Broward County, Florida www.broward.org	Contract Number X1332205B1_1	Order Date 6/8/2016	Page No. 1 of 1		
Supplier: JLS SECURITY PLUS LLC 6115 MIRAMAR PARKWAY MIRAMAR FL 33023	SUITE E	Ship To: PORT EVERGLADES 1850 ELLER DRIVE 6TH FLOOR SECURITY ADMINISTRATION FORT LAUDERDALE FL 33316 Attn To: See Detail Below				
Supplier Contact:		Bill To: Broward County Commission				
Supplier Phone:		P.O. Box 14740 Fort Lauderdale, FL 33302-4740				
Supplier Email:		Attn: Accounts Payable Or email to AccountsPayable@Broward.org				
Supplier Number: VS00004316		Florida State Sales Tax Exemption Number: 85- 8013924140C-7 Federal Tax Identification Number: 59-6000531				
SEC-16-045 URGENT - PLEASE PRO	OCESS THIS ORD					

Line	Due Date	Item ID	Quantity	Unit Unit Price	Extended Price
1	06/08/2016	X1332205B1_1 _8	20.0000	EA \$950.0000	\$19,000.00
Descrip	tion: Axis P336	4-VE Camera			
	mount:				\$19,000,00

Freight Terms: FOB DEST Ship Via: COMMON	Requisition Number: PAD0000028 Requestor: CHRIST-EL BEAUVOIR	Buyer Name: JEANNETTE FERRELL Buyer Phone: 954/468-3517 Buyer Email: Supplier Instructions: Important NO C.O.D.'s or COLLECT shipments will	be accepted
Payment Terms: N30	Requestor Phone:		
Authorized By:	1	Digitally signed by DN: co -	Date Authorized: 6/8/2016
UNAUTHOR	RIZED		d and a second
On behalf of Brenda J	. Billingsley, Director of Purcha	asing	

# **JLS Security Plus LLC**

June 16, 2016

Samuel L Harvill, Jr.
Port Everglades 1850 Eller Drive
6<sup>th</sup> Floor Security Administration
Fort Lauderdale, FL 33316

Re: Notice of Non-Compliance

Dear Sam:

I am in receipt of your email, in regards to the Notice of Non-Compliance for the Port Everglades Contract that we have acquired and have been working. Please note the following:

We received the PO on 6/8/16 at 6:13pm requesting the cameras. As you know we are a Small Business CBE Contractor. We operate on limited funds We have been trying to receive payment for the work that have been conducted at the Port. The last payment we have received was dated 4/27/16. Currently we have a number of past-due invoices that we were told have been processed and sent to Accounting for check issuance. My Accounting Personnel, Debbie has made several calls and several emails trying to get the invoices paid. Our Contract states that we are to be paid in 30 days. That is not the case. The excuses we have gotten is that there is a new computer system that have been implemented. My Accounting Department has spoken with Wynona McKinnie, Olga Linares and a Mr. Persaud to rectify the payment matters.

I think it is quite unfair that today's date is 6/16/16 and we received the PO on the late evening of 6/8/16 and a Non-Compliance has been issued. We were told that the cameras were needed right away. It takes time to order the cameras and receive shipment of cameras. I informed Debbie Kraft that we are in need of funds that would help out in getting the cameras. She did her part in processing the invoices but the hang up was apparently your Accounting Department. Now we receive the Notice of Non-Compliance.

JLS Security Plus LLC 6115 Miramar Parkway, #E Miramar, Florida 33023

Phone: (954) 430-6755 Fax: (954) 430-6754 Email: jlsplus@att.net

# **JLS Security Plus LLC**

Please see the invoices that I have sent over for payment. The amount pastdue is \$8,250.32. This does not include the May and June Monthly Maintenance of \$2,0000. Debbie Kraft has done what is required to get the items paid. We were sending invoices daily but to cut down on paperwork we were asked to send weekly to see if the payments are expedited.

Please advise me your position on this matter.

Your prompt attention will be appreciated.

Thank you

Jasper Briggs, President JVS Security Plus LLC



#### Re: ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)

From Eddy Perrault <eperrault@briggsmanagement.com>

Date Wed 8/27/2025 10:11 AM

- To Jeannette Ferrell <jferrell@broward.org>
- Cc Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com <vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

Good morning, Mrs. Ferrel,

Upon further review of the documentation, I noted on Page 2 of 5 of the Award/Rejection Authority Memorandum that "On August 15, 2025, the Director of Purchasing approved the rejection of 4 Best Security Corp dba 4BB Corp (4BB)."

However, I do not see a date for the rejection of Briggs Management & Associates LLC's offer. What I find unusual is that 4BB was still being considered when, on August 13, 2025, Mr. Vincent Truzeo with Broward County confirmed that the Qualifications information provided was sufficient and satisfactory (see email below).

Had any additional documentation or references been requested from us, we would have provided them promptly. Throughout this entire process, BMA has been diligent in responding to every request made by the department.

From: Tuzeo, Vincent < VTUZEO@broward.org>

Sent: Wednesday, August 13, 2025 9:03 AM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; Jenkins, Robert <<u>rojenkins@broward.org>;</u> <a href="mailto:ymurarka@dadeelectric.com">ymurarka@dadeelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">ymurarka@dadeelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">yeperrault@hatelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">yeperrault@hatelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">yeperrault@hatelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">ymurarka@dadeelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">ymurarka@dadeelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">yeperrault@hatelectric.com</a>; <a href="mailto:yeperrault@hatelectric.com">yeperrault@hat

Subject: RE: Vendor References

Yes, Thank you. It was submitted to Purchasing for final review and determination.

#### Vince Tuzeo

Program/Project Coordinator

Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

Sent: Tuesday, August 12, 2025 7:16 PM

To: Tuzeo, Vincent < <a href="https://www.vincent.org">VTUZEO@broward.org</a>>

 $\textbf{Cc:} \ Jasper \ Briggs < \underline{jbriggs@briggsmanagement.com} >; \ Jenkins, \ Robert < \underline{rojenkins@broward.org} >; \ \underline{vmurarka@dadeelectric.com}; \ eperrault$ 

<<u>eperrault@hatelectric.com</u>> **Subject:** Re: Vendor References

Vincent,

Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation.

Thank you

Eddy Perrault Jr

Managing Partner



Eddy Perrault Jr Managing Partner

Briggs Management & Associates, LLC

954-673-3249

eperrault@briggsmanagement.com

www.briggsmanagement.com

From: Eddy Perrault

**Sent:** Tuesday, August 26, 2025 6:17 PM

To: Jeannette Ferrell < jferrell@broward.org>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com
<vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance
Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

Subject: Re: ITB BLD2130352B1 - CCTV Installation, Maintenance & Repair (Port Everglades)

Subject: Response to Determination of Non-Responsibility - ITB BLD2130352B1 CCTV Installation, Maintenance & Repair

Dear Ms. Ferrell,

Thank you for your detailed response and for providing the Award/Rejection Authority Memorandum and supporting materials. While we appreciate the County's review of our bid, we respectfully disagree with the determination of non-responsibility, particularly with respect to the handling of vendor references and qualifications.

As noted in your letter, the County cited Section 21.40(b)(4) of the Procurement Code in concluding that the additional references we submitted could not be considered because they would "contradict or materially alter" the original bid submission. However, our supplemental references were not intended to contradict or alter our original response; rather, they were provided at the County's direct request (see email correspondence from Port Everglades Project Coordinator dated August 5, 2025). In our view, this supplemental information fell squarely within the Code's allowance for the Director of Purchasing to "request additional information on matters that may affect a vendor's responsibility."

Further, Florida Statute § 287.057(3)(a) provides that a public agency may evaluate not only firm references but also the qualifications and prior project experience of key personnel and executive leadership. Both myself and Mr. Vilakshan Murarka, principals of BMA, bring more than 50 years of combined experience successfully executing CCTV and integrated security system projects for public sector clients. This relevant experience—which directly supports our firm's ability to perform—was not given weight in the responsibility determination. I have been the permit holder on multiple projects throughout Miami Dade and Broward County with well over 3000 CCTV cameras and contract value in excess of \$ 15 Million dollars. Successful experience which surpasses any of the other bidders your department has given consideration to replace BMA.

While we appreciate your evaluation of JLS security, this entity which Jasper Briggs, a minority partner in BMA operated in the past, JLS did not submit this offer to the County nor was the apparent low bidder. Because BMA was the apparent low bidder, we believe rejecting our bid without due consideration of the requested additional references and executive qualifications undermines the principle of full and fair competition. We respectfully ask that the County reconsider its determination or provide further explanation of how our supplemental references and executive experience "materially altered" our submission, rather than strengthened the evidentiary record of our responsibility.

We remain committed to partnering with Broward County and delivering quality services for Port Everglades. Please confirm whether the County is willing to revisit this determination before we proceed with a formal protest in accordance with the timeline set forth in the Summary of Vendor Rights.

Thank you again for your attention.

Respectfully,

Eddy Perrault Jr.

Managing Partner

Briggs Management & Associates, LLC

📞 954-673-3249 | 💿 eperrault@briggsmanagement.com

www.briggsmanagement.com

On Aug 26, 2025, at 5:29 PM, Ferrell, Jeannette < jferrell@broward.org > wrote:

Mr. Perrault,

As stated during our phone call, bid responses and associated documents are reviewed for the named bidding firms. Unfortunately, your firm's bid was determined non-responsible and rejected as a result of an insufficient number of positive vendor references.

Per your request, see the attached in response to the following:

1. The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations). See Award/Rejection Authority Memorandum (with attachments).

To further clarify, your firm's determination of non-responsible and the rejection; in accordance with the solicitation's General Conditions, 8. Qualifications of Vendors, the County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses and find Vendor nonresponsible where the evaluation indicates insufficient or uncertainty regarding ability to perform.

- A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists. Refer to Recommendation for Award and see Award/Rejection Authority Memorandum (attachments).
- Any evaluator notes, scoring sheets, or memoranda relied upon in the decision. See Award/Rejection Authority Memorandum (with attachments).
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations. See license and insurance (verified).
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision. See Email; Re: Vendor References
- 6. Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure. See Summary of Vendor Rights for Broward County Competitive Solicitations (2. Right to Protest) and General Conditions Quotes Bids (10. Resolution of Protested Solicitations and Proposed Awards).

During the call you also mentioned that you provided additional vendor references, pursuant to Broward County Procurement Code, 21.40. Determination of Responsiveness and Responsibility (b) (1) "the Director of Purchasing, (in consultation with the Using Agency, shall determine whether vendors who have submitted responsive submissions are responsible." and (4) states additional information on matters that may affect a vendor's responsibility may be requested from any vendor and a vendor may submit information regarding responsibility; however, that information shall not be considered if it contradicts or materially alters the information originally provided in the vendor's response to the solicitation. In this instance, the additional references provided were not considered.

We recognize the effort and resources invested in your submission and assure you that your response received thorough and fair consideration.

If you have any additional questions, please feel free to contact me.

We thank you once again for your interest in doing business with Broward County and encourage your continued participation in future procurement opportunities.

Respectfully,	
Purchasing Man Broward County	<u>r Purchasing Division</u> Avenue, Room 212 , FL 33301
iferrell@broward.	

Attention Vendors - if you're not registered with BPRO, our electronic procurement system, you're missing out on business opportunities. Don't delay - Register with BPRO today! For help registering, check out our page Purchasing BPRO or email Support@gobonfire.com.

From: Eddy Perrault < eperrault@briggsmanagement.com >

Sent: Monday, August 25, 2025 2:02 PM

To: rgleason@broward.com

Cc: Mangan, Constance < CMANGAN@broward.org>; Hidalgo, Jose < JHIDALGO@broward.org>; Jasper Briggs < jbriggs@briggsmanagement.com>; Tanaykumar Murarka < tmurarka@briggsmanagement.com>; Vk Murarka < vmurarka@dadeelectric.com>

Murarka <<u>tmurarka@briggsmanagement.com</u>>; Vk Murarka <<u>vmurarka@dadeelectric.com</u>> **Subject:** ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)

Good afternoon,

On behalf of **Briggs Management & Associates**, **LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation**, **Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

To make an informed decision about whether to file a bid protest **on or before August 29, 2025**, we respectfully request the County's **written justification** for the rejection, including:

- The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations).
- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists.
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision.
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations.
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision.
- Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure.

Given the protest deadline, we would appreciate receiving these materials as soon as possible. If practical, we also request a brief debrief meeting to discuss the decision and ensure we fully understand the County's concerns.

We value our relationship with Broward County and remain committed to meeting all requirements for this and future solicitations. Thank you in advance for your prompt attention to this request. Please direct your response to me at the contact information below.

#### Recommendations to the Board of County Commissioners

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/2

Eddy Perrault Jr Managing Partner Briggs Management & Associates, LLC \$\&\ 954-673-3249\$

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

From: Tuzeo, Vincent < <a href="VTUZEO@broward.org">VTUZEO@broward.org</a> Sent: Monday, August 25, 2025 1:48 PM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

 $\textbf{Cc:} \ Jasper \ Briggs < \underline{jbriggs@briggsmanagement.com} >; \ Jenkins, \ Robert < \underline{rojenkins@broward.org} >; \ \underline{vmurarka@dadeelectric.com} >; \ \underline{vmurarka@dadeelectric.co$ 

<<u>vmurarka@dadeelectric.com</u>>; Tanaykumar Murarka <<u>tmurarka@briggsmanagement.com</u>>

Subject: RE: Vendor References

This request needs to go to the Broward County Purchasing Division. Thank you.

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>>

Sent: Monday, August 25, 2025 1:32 PM
To: Tuzeo, Vincent < VTUZEO@broward.org>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com/>; Jenkins, Robert <<u>rojenkins@broward.org</u>>; <u>ymurarka@dadeelectric.com</u>; Tanaykumar Murarka

<<u>tmurarka@briggsmanagement.com</u>> **Subject:** Re: Vendor References

Importance: High
Good afternoon.

On behalf of **Briggs Management & Associates**, **LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation**, **Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

To make an informed decision about whether to file a bid protest **on or before August 29, 2025**, we respectfully request the County's **written justification** for the rejection, including:

- The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations).
- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists.
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision.
- 4. Records of **license**, **certification**, **insurance**, **or bonding** verifications and any related determinations.
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision.
- Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure.

Given the protest deadline, we would appreciate receiving these materials as soon as possible. If practical, we also request a brief **debrief** meeting to discuss the decision and ensure we fully understand the County's concerns.

We value our relationship with Broward County and remain committed to meeting all requirements for this and future solicitations. Thank you in advance for your prompt attention to this request. Please direct your response to me at the contact information below.

#### **Recommendations to the Board of County Commissioners**

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/29

**Eddy Perrault Jr** 

Managing Partner

Briggs Management & Associates, LLC

**954-673-3249** 

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

From: Tuzeo, Vincent < <a href="https://vruzeo@broward.org">VTUZEO@broward.org</a>> Sent: Wednesday, August 13, 2025 9:03 AM To: Eddy Perrault < eperrault@briggsmanagement.com >  $\textbf{Cc: Jasper Briggs} < \underline{\textbf{briggs}} \underline{\textbf{wbriggsmanagement.com}}; \underline{\textbf{Jenkins, Robert}} < \underline{\textbf{rojenkins@broward.org}}; \underline{\textbf{ymurarka@dadeelectric.com}} < \underline{\textbf{ymurarka@dadeelectric.com}}; \underline{\textbf{ymurarka}}$ eperrault < eperrault@hatelectric.com > Subject: RE: Vendor References Yes, Thank you. It was submitted to Purchasing for final review and determination. Vince Tuzeo Program/Project Coordinator Port Everglades Department/Broward County Office of the Chief Executive/Port Director/Security 1850 Eller Drive, Fort Lauderdale, FL 33316 954-468-3717 (Office) 954-253-1270 (Cell) vtuzeo@broward.org From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> Sent: Tuesday, August 12, 2025 7:16 PM To: Tuzeo, Vincent < VTUZEO@broward.org> Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; Jenkins, Robert <rojenkins@broward.org>; ymurarka@dadeelectric.com; eperrault <enerrault@hatelectric.com> Subject: Re: Vendor References Vincent. Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation. Thank you Eddy Perrault Jr Managing Partner On Aug 7, 2025, at 9:37 AM, Tuzeo, Vincent < <a href="https://www.vincent.com/vincent-cut/">VTUZEO@broward.org</a>> wrote: Received, Thank you. From: Eddy Perrault < eperrault@briggsmanagement.com > Sent: Wednesday, August 6, 2025 5:48 PM To: Tuzeo, Vincent < <a href="https://www.vincent.org">VTUZEO@broward.org</a>> Cc: Jasper Briggs < jbriggs@briggsmanagement.com >; Jenkins, Robert < rojenkins@broward.org >; VK- Vilakshan Murarka Murarka <<u>vmurarka@dadeelectric.com</u>>; eperrault <<u>eperrault@hatelectric.com</u>> Subject: Re: Vendor References Importance: High Mr. Tuzeo, The attached supporting documentation had been preiviosuly submitted to the Office of Broward County Purchasing Division (Augusto, Neda" < NAUGUSTO@broward.org) on June 15,2015 in suport of our Bid Submission.

Please review and advise if this is sufficient representation of the qualifications of BMA's executive leadership.

Regards, <image001.png> Eddy Perrault Jr Managing Partner

**Briggs Management & Associates, LLC** 

**\** 954-673-3249

eperrault@briggsmanagement.com

www.briggsmanagement.com

From: Eddy Perrault

Sent: Tuesday, August 5, 2025 6:43 PM

To: VTUZEO@broward.org < VTUZEO@broward.org>

 $\textbf{\textbf{Cc:}} \ \, \textbf{Jasper Briggs} \, \\ < \underline{\textbf{ibriggs}} \underline{\textbf{@briggsmanagement.com}}; \\ \underline{\textbf{rojenkins}} \underline{\textbf{@broward.org}} \, \\ < \underline{\textbf{rojenkins}} \underline{\textbf{@broward.org}}; \\ \textbf{VK-Vilakshan Murarka Mur$ 

<vmurarka@dadeelectric.com>; eperrault < eperrault@hatelectric.com>

Subject: Re: Vendor References

Good afternoon Mr. Tuzeo,

Thank you for your message and follow-up.

While the references originally submitted reflect a few of our low-voltage systems work, I appreciate your request for CCTV-specific vendor references with larger contract values. We are actively compiling those and will provide three updated references shortly.

I would also like to note that between myself and Mr. VK Murarka—majority owners of Briggs Management & Associate LLC—we bring over 50 years of combined experience in the design, installation, and commissioning of CCTV and integrated security systems for public and private clients, including school districts, municipalities, and transportation hubs.

Under Florida Statute § 287.057(3)(a), public agencies may consider the qualifications of key personnel and proposed project staff when evaluating a vendor's responsibility and experience. Additionally, it is common in Florida public procurements—especially under RFQ or design-build models—for the relevant experience of company leadership and project team members to be considered as part of the firm's qualifications. This is further supported by federal case law such as Lee v. GTE Florida, Inc., 226 F.3d 1249 (11th Cir. 2000), which upholds the validity of business decisions based on staff qualifications, provided the evaluation is fair and nondiscriminatory.

We respectfully submit that our leadership's direct experience bolsters the qualifications of Briggs Management & Associates and relevant to the scope of this contract.

We'll follow up shortly with the requested references. Please let me know if there's anything else you need in the meantime.

Best regards,

Eddy Perrault Jr.

Briggs Management & Associates LLC

Sent from my iPhone

On Aug 5, 2025, at 4:01 PM, Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> wrote:

Reply to the email by asking:

 WIII previous project experiences of Executive and employees of BMA and/or its parent company satisfy your request?

<Outlook-10qzzhxg.png>

Eddy Perrault Jr
Managing Partner
Briggs Management & Associates, LLC
\$\&\\_\954-673-3249\$

- eperrault@briggsmanagement.com
- www.briggsmanagement.com

From: Jasper Briggs < jbriggs@briggsmanagement.com>

Sent: Tuesday, August 5, 2025 3:50 PM

To: Eddy Perrault < eperrault@briggsmanagement.com >

Subject: Fw: Vendor References

#### Get Outlook for iOS

From: Tuzeo, Vincent < VTUZEO@broward.org>
Sent: Tuesday, August 5, 2025 3:43:23 PM
To: Jasper Briggs < jbriggs@briggsmanagement.com>
Cc: Jenkins, Robert < rojenkins@broward.org>

Subject: Vendor References

Good afternoon Mr. Briggs,

Following up my voicemail; the list of vendor references you provided in the Bid questionnaire were not related to CCTV work and the contract amounts were extremely low compared to our contract amounts. Please provide three other vendor references specifically related to CCTV work you are currently doing or have done in the past with the highest CCTV contract amount, as soon as possible.

Thank you,

# Vince Tuzeo

Program/Project Coordinator

<image001.png>
Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

- <1-Vendor Quesionanaire Briggs Mgmt (BMA) LLC.pdf>
- <Vendor Ref Verif Form BMA -.pdf>
- <Award Rejection Authority Memo BLD2130352B1.pdf>
- <License verification EC13014854.pdf>
- <COI Signed by RMD.pdf>
- <mime-attachment>
- <4-Summary of Vendor Rights for Broward County Competitive Solicitations.pdf>
- <10-General Conditions Quotes Bids.pdf>



#### Re: Briggs Management/ Low voltage License for Jasper Briggs

From Eddy Perrault < EPerrault@Hatelectric.com>

Date Wed 7/2/2025 10:38 AM

To Augusto, Neda < NAUGUSTO@broward.org >

Cc Vk Murarka <vmurarka@dadeelectric.com>; jasperbriggs <jasperbriggs@briggsmanagement.com>; Ferrell, Jeannette <JFERRELL@broward.org>

#### Revised

Eddy Perrault Jr President 954-673-3249 eperrault@HatElectric.com



From: Eddy Perrault < EPerrault@Hatelectric.com>

**Sent:** Wednesday, July 2, 2025 10:37 AM **To:** Augusto, Neda <NAUGUSTO@broward.org>

Cc: Vk Murarka <vmurarka@dadeelectric.com>; jasperbriggs <jasperbriggs@briggsmanagement.com>; Ferrell, Jeannette

<JFERRELL@broward.org>

Subject: Re: Briggs Management/ Low voltage License for Jasper Briggs

**Subject:** Request for Reconsideration – License Equivalency for Bid Compliance

Dear Ms. Neda,

Thank you for your continued correspondence.

We respectfully request reconsideration of our bid submission for BLD2130352B1 - CCTV Installation, Maintenance and Repair, submitted by Briggs Management & Associates LLC (BMA). BMA currently holds a valid **EF (Certified Alarm System Contractor)** license with the State of Florida, which we believe meets or exceeds the scope of the required **ES** license referenced in the RFP.

We respectfully submit the following:

1. **EF License Scope Coverage:** The EF license allows for a broader and more comprehensive range of low voltage work, which includes but is not limited to those permitted under the ES classification. According to the Florida Administrative Code [Rule 61G6-7.001], the EF license authorizes the installation and maintenance of electrical systems under 98 volts, which encompasses the scope of work described in the solicitation.

Rule: 61G6-7.001(11), Florida Administrative Code

"A limited energy systems specialty contractor (EF) is a contractor whose scope of certification is limited to electrical circuits and equipment governed by the applicable provisions of the National Electrical Code®, as adopted by the Florida Building Code, related to alarm systems, communication systems, and control systems that operate at fifty (50) volts or less, including telephone, intercom, and data systems, video systems, local area networks, sound systems, television systems, satellite dish systems, and similar systems."

An EF license holder can legally perform work related to alarm systems, including:

Fire alarms

Security systems

**CCTV** 

Access control

Intercoms

Low-voltage wiring associated with those systems

2. License Active in BMA Name at Time of Submission: Evidence from the Florida DBPR showing that the EF license was active and properly associated with BMA prior to the bid deadline has previously been submitted. This confirms BMA's legal authority to perform the work at the time of submission.

We kindly request that this information be reviewed for confirmation that BMA satisfies the licensure requirements as a responsible and responsive vendor. We are fully committed to compliance and welcome any further documentation or clarification that may assist in this review.

Sincerely,
Eddy Perrault Jr.
Managing Partner
Briggs Management & Associates LLC
954-673-3249

From: Augusto, Neda <NAUGUSTO@broward.org>

**Sent:** Wednesday, July 2, 2025 9:58 AM **To:** Eddy Perrault <EPerrault@Hatelectric.com>

Cc: Vk Murarka <vmurarka@dadeelectric.com>; jasperbriggs <jasperbriggs@briggsmanagement.com>; Ferrell, Jeannette

<JFERRELL@broward.org>

Subject: RE: Briggs Management/ Low voltage License for Jasper Briggs

Mr. Perrault,

Thank you for your emails. However, as previously stated, <u>"In order to be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, the Vendor must possess the license(s) indicated".</u>

To clarify, the submitting vendor, Briggs Management & Associates LLC (name on bid submission) must possess the required qualifying license in the submitting vendor's name prior to submission deadline.

Regards,

Neda BROWARD

Neda Augusto, CPPO® Purchasing Agent

**Broward County Purchasing Division** 

115 S. Andrews Ave, Room 212, Fort Lauderdale, FL 33301

Phone: (954)357-6164; Port Office: (954)468-0135

Email: naugusto@broward.org

Website: www.broward.org/purchasing

From: Eddy Perrault < EPerrault@Hatelectric.com>

**Sent:** Wednesday, June 25, 2025 7:43 PM **To:** Augusto, Neda <NAUGUSTO@broward.org>

Cc: Vk Murarka < vmurarka@dadeelectric.com>; jasperbriggs < jasperbriggs@briggsmanagement.com>

Subject: Re: Briggs Management/ Low voltage License for Jasper Briggs

Importance: High

Ms Augusto,

I further reviewed the bid documents and want to point out to the disclosure made in the Vendor Questionnaire of the Affiliates and principals of Briggs Management & Associate LLC.

16. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five 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)	Dade Electric Service	c)	DES Hat Electric JV LLC
b)	Hat Electric LLC	d)	Click or tap here to enter text.

In addition, see belows the comparison between and EF license and ES license. You will find that the EF license currently registered under BMA is more extensive as to the ES license. An EF license holder in Florida is allowed to perform more scope than the ES specialty license.

**Feature** ES (Specialty) EF (Alarm I) All alarm systems + all low-voltage Only low-voltage systems (no alarms) Work Permitted systems Includes Yes Yes Low-Voltage? Includes Alarm X No Yes (fire, burglar, medical) Systems? Full alarm system installations + Data cabling, PA systems, lighting **Example Projects** maintenance, signage networking

Therefore, BMA licensing currently far exceed the requirements set forth in the RFP, even before adding my EC license as an additional qualifier of the company.

LICENSEE DETAILS 7:41:47 PM 6/25/2025

#### Licensee Information

Name: BRIGGS, JASPER (Primary Name)

BRIGGS MANAGEMENT & ASSOCIATE LLC (DBA Name)

Main Address: 17426 SW 29TH STREET

MIRAMAR Florida 33029

County: BROWARD

#### License Information

License Type: Certified Alarm System Contractor I

 Rank:
 Cert Alarm I

 License Number:
 EF20000720

 Status:
 Current,Active

 Licensure Date:
 04/08/2008

 Expires:
 08/31/2026

Eddy Perrault Jr President 954-673-3249

eperrault@HatElectric.com



From: Eddy Perrault

Sent: Wednesday, June 25, 2025 6:51 PM

To: naugusto@broward.org <naugusto@broward.org>

Cc: Vk Murarka < <a href="mailto:vmurarka@dadeelectric.com">vmurarka@dadeelectric.com</a>; jasperbriggs < <a href="mailto:jasperbriggs@briggsmanagement.com">jasperbriggs@briggsmanagement.com</a>>

Subject: Re: Briggs Management/ Low voltage License for Jasper Briggs

Dear Ms. Augusto,

My name is Eddy Perrault Jr., and I am writing to provide clarification regarding the licensing and ownership structure of Briggs Management & Associates LLC (BMA) in support of our bid submission for the above-referenced RFP.

Please be advised that Briggs Management & Associates LLC has been acquired by DES Hat Electric Joint Venture, and I, Eddy Perrault Jr., am the license holder currently qualifying DES Hat Electric Joint Venture.

The change of ownership for BMA has been formally registered with the Florida Division of Corporations (Sunbiz) prior to the bid submission date.

As part of our compliance efforts:

- All electrical work requiring an EC license under this contract will be subcontracted to DES Hat Electric Joint Venture, which I currently qualify.
- We are also in the process of adding myself, Mr. Eddy Perrault Jr., as the qualifier for Briggs Management & Associates LLC. This process has been initiated and is expected to be completed within two weeks.

We respectfully assert that BMA's submission remains compliant with the licensing requirements of the RFP, and we believe our demonstrated licensing capacity, coupled with past performance—including a similar contract successfully completed with Broward County—supports our qualifications.

Should you require any additional documentation or clarification, I am available to assist at your convenience.

Kind regards,

Eddy Perrault Jr.

(954) 673-3279-

#### **Detail by Entity Name**

search.sunbiz.org

Sent from my iPhone

On Jun 25, 2025, at 6:13 PM, Jasper Briggs < jasperbriggs@briggsmanagement.com > wrote:

From: Augusto, Neda < <a href="MAUGUSTO@broward.org">NAUGUSTO@broward.org</a> Sent: Wednesday, June 25, 2025 5:01 PM

To: Jasper Briggs < jasperbriggs@briggsmanagement.com >

Subject: RE: Briggs Management/ Low voltage License for Jasper Briggs

Good afternoon, Mr. Briggs.

Further review of your bid submission for BLD2130352B1 - CCTV Installation, Maintenance and Repair and the license provided indicates that Mr. Perrault's license is registered for Des Hat Electric Joint Venture LLC not your company, Briggs Management and Associates LLC.

Per the Special Instructions to Vendors, "In order to be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, **the Vendor must possess the license(s) indicated**". Unfortunately, we cannot accept Mr. Perrault's license on behalf of Briggs Management and Associates LLC's bid submittal.

Should you have any questions or require clarification, please don't hesitate to reach out.

Regards,

#### Neda

<image001.png>
Neda Augusto, CPPO®
Purchasing Agent

**Broward County Purchasing Division** 

115 S. Andrews Ave, Room 212, Fort Lauderdale, FL 33301

Phone: (954)357-6164; Port Office: (954)468-0135

Email: <a href="mailto:naugusto@broward.org">naugusto@broward.org</a>
Website: <a href="mailto:www.broward.org/purchasing">www.broward.org/purchasing</a>

From: Jasper Briggs < jasperbriggs@briggsmanagement.com >

Sent: Thursday, June 12, 2025 1:46 PM
To: Augusto, Neda < NAUGUSTO@broward.org>

Subject: Re: Briggs Management/ Low voltage License for Jasper Briggs

Good evening,

Neda, I was following up on the bid opportunity. I would like to know our status with the license and where we stand in the Bid process.

Jasper Briggs, Briggs Management & Associate LLC www.briggsmanagement.com 954-361-2324

On Wed, Jun 11, 2025 at 4:01 PM Augusto, Neda <<u>NAUGUSTO@broward.org</u>> wrote:

Good afternoon, Mr. Briggs.

This email is to confirm the receipt of your email

Thank you and have a great day.

Regards,

Neda

<image001.png>
Neda Augusto, CPPO®

#### **Purchasing Agent**

**Broward County Purchasing Division** 

115 S. Andrews Ave, Room 212, Fort Lauderdale, FL 33301

Phone: (954)357-6164; Port Office: (954)468-0135

Email: naugusto@broward.org

Website: www.broward.org/purchasing

From: Jasper Briggs < jasperbriggs@briggsmanagement.com>

Sent: Wednesday, June 11, 2025 3:19 PM

To: Augusto, Neda <NAUGUSTO@broward.org>; eperrault <eperrault@hatelectric.com>

Subject: Briggs Management/ Low voltage License for Jasper Briggs

Ms Augusto:

Attached, you will find a letter outlining the company history of Briggs Management, specifically regarding licensing. Please forward to the administration and advise if you need additional information.

Regards Jasper Briggs Briggs Management & Associate LLC (954) 361-2324 Office (954) 647-4495 Cell

Under Florida law, most e-mail messages to or from Broward County employees or



#### Re: ITB BLD2130352B1 - CCTV Installation, Maintenance & Repair (Port Everglades)

From Eddy Perrault <eperrault@briggsmanagement.com>

Date Wed 8/27/2025 11:32 AM

Jeannette Ferrell <jferrell@broward.org>

Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com </murarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

I apologize for another email, but I just read an RFQ from Miami Dade Aviation Department that had a definition relevant to what we are discussing:

A. Minimum Qualifications and Experience:

Below are the minimum qualifications and experience that the selected contractors must possess in order to participate in this work order based program for MDAD emergency/priority maintenance work:

1. Contractors must hold a valid license required to perform work in the following trade: TRADE

MAXIMUM CONTRACT VALUE - Air Conditioning Unlimited \$200,000.

2. As per Resolution No. R-1122-21, Contractors must have a minimum of 5 years' experience performing work in their specific trade. In the event a new firm is established by executives, supervisors and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, MDAD reserves the right to qualify the new firm, based on MDAD's sole determination and evaluation of the knowledge and prior experience of these key

mployees employed by the new firm.

Contractors must be able to demonstrate that their firm or its key employees, as described 3. Contractors must be able to demonstrate that their firm or its key employees, as described above, have experience performing their respective trade within the company's noted history. Specifically, contractors must submit proof that their respective firms have been regularly and successfully engaged in work related to their specific trade for a minimum of one (1) year. These requirements shall be based on projects completed prior to the submission date. Contact information for projects and/or firms submitted as proof of experience shall be provided by prospective contractors as part of their bid package. MDAD will confirm the listed experience by calling the firms' owners or representatives. Should such evidence not be satisfactory to MDAD, whose decision shall be final, the submission will be considered non-responsive. The qualifying proof with names and phone numbers shall be submitted in a sealed envelope at the time of bid. 4. Contractors must have a minimum average total score of 3.0 in their Contractor Performance Evaluations in ISD's Capital Improvements Information System (CIIS). In the event a new firm has been created that does not have evaluations in the CIIS, the firm that previously employed the key employees of the new firm must have had a minimum average total score of 3.0 in the CIIS. Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction,

Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction, documentation that the new firm has performed satisfactorily on similar projects within their respective trade. Further, any incidence of project delays in a contractor performance evaluation must be justified to the satisfaction of MDAD.

Contractors shall provide an established safety program and implementation policy. Contractors' safety programs shall be reviewed and approved by MDAD post-bid submittal and vork orders shall not be issued to any contractor until their safety program is approved by MDAD. Refer to Resolution No. R-1181-18 for more information.

by MDAD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal state and local laws codes and regulations.



#### **Eddy Perrault Jr**

Managing Partner

**Briggs Management & Associates, LLC** 

**954-673-3249** 

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

Sent: Wednesday, August 27, 2025 10:11 AM

To: Jeannette Ferrell <jferrell@broward.org>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com <vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>

Subject: Re: ITB BLD2130352B1 - CCTV Installation, Maintenance & Repair (Port Everglades)

Good morning, Mrs. Ferrel,

Upon further review of the documentation, I noted on Page 2 of 5 of the Award/Rejection Authority Memorandum that "On August 15, 2025, the Director of Purchasing approved the rejection of 4 Best Security Corp dba 4BB Corp (4BB)."

However, I do not see a date for the rejection of Briggs Management & Associates LLC's offer. What I find unusual is that 4BB was still being considered when, on August 13, 2025, Mr. Vincent Truzeo with Broward County confirmed that the Qualifications information provided was sufficient and satisfactory (see email below).

Had any additional documentation or references been requested from us, we would have provided them promptly. Throughout this entire process, BMA has been diligent in responding to every request made by the department.

From: Tuzeo, Vincent < VTUZEO@broward.org>

Sent: Wednesday, August 13, 2025 9:03 AM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

 $\textbf{Cc:} \ Jasper \ Briggs < \underline{jbriggs@briggsmanagement.com} >; \ Jenkins, \ Robert < \underline{rojenkins@broward.org} >; \ Jenkins.org >; \ Jenkins.o$  $\underline{vmurarka@dadeelectric.com} < \underline{vmurarka@dadeelectric.com} >; eperrault < \underline{eperrault@hatelectric.com} >; eperrault@hatelectric.com >; eperrault@hatelectri$ 

Subject: RE: Vendor References

Yes, Thank you. It was submitted to Purchasing for final review and determination.

### Vince Tuzeo

Program/Project Coordinator

Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

Sent: Tuesday, August 12, 2025 7:16 PM

To: Tuzeo, Vincent < VTUZEO@broward.org>

 $\textbf{Cc:} \ Jasper \ Briggs < \underline{\mathsf{obriggs@briggsmanagement.com}}; \ Jenkins, \ Robert < \underline{\mathsf{rojenkins@broward.org}}; \underline{\mathsf{ymurarka@dadeelectric.com}}; \ \mathsf{eperrault}$ 

Subject: Re: Vendor References

Vincent.

Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation.

Thank you

Eddy Perrault Jr

Managing Partner



**Eddy Perrault Jr** Managing Partner **Briggs Management & Associates, LLC** 

**954-673-3249** 

eperrault@briggsmanagement.com

<u>www.briggsmanagement.com</u>

From: Eddy Perrault

Sent: Tuesday, August 26, 2025 6:17 PM
To: Jeannette Ferrell < jferrell@broward.org>

Cc: Jasper Briggs <jbriggs@briggsmanagement.com>; murarka@briggsmanagement.com <murarka@briggsmanagement.com>; vmurarka@dadeelectric.com <vmurarka@dadeelectric.com>; Robert Gleason <RGLEASON@broward.org>; Lucy Garcia <LUGARCIA@broward.org>; Jose Hidalgo <JHIDALGO@broward.org>; Constance Mangan <CMANGAN@broward.org>; Neda Augusto <naugusto@broward.org>; Vincent Tuzeo <VTUZEO@broward.org>
Subject: Re: ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)

Subject: Response to Determination of Non-Responsibility – ITB BLD2130352B1 CCTV Installation, Maintenance & Repair

Dear Ms. Ferrell.

Thank you for your detailed response and for providing the Award/Rejection Authority Memorandum and supporting materials. While we appreciate the County's review of our bid, we respectfully disagree with the determination of non-responsibility, particularly with respect to the handling of vendor references and qualifications.

As noted in your letter, the County cited Section 21.40(b)(4) of the Procurement Code in concluding that the additional references we submitted could not be considered because they would "contradict or materially alter" the original bid submission. However, our supplemental references were not intended to contradict or alter our original response; rather, they were provided at the County's direct request (see email correspondence from Port Everglades Project Coordinator dated August 5, 2025). In our view, this supplemental information fell squarely within the Code's allowance for the Director of Purchasing to "request additional information on matters that may affect a vendor's responsibility."

Further, Florida Statute § 287.057(3)(a) provides that a public agency may evaluate not only firm references but also the qualifications and prior project experience of key personnel and executive leadership. Both myself and Mr. Vilakshan Murarka, principals of BMA, bring more than 50 years of combined experience successfully executing CCTV and integrated security system projects for public sector clients. This relevant experience—which directly supports our firm's ability to perform—was not given weight in the responsibility determination. I have been the permit holder on multiple projects throughout Miami Dade and Broward County with well over 3000 CCTV cameras and contract value in excess of \$15 Million dollars. Successful experience which surpasses any of the other bidders your department has given consideration to replace BMA.

While we appreciate your evaluation of JLS security, this entity which Jasper Briggs, a minority partner in BMA operated in the past, JLS did not submit this offer to the County nor was the apparent low bidder. Because BMA was the apparent low bidder, we believe rejecting our bid without due consideration of the requested additional references and executive qualifications undermines the principle of full and fair competition. We respectfully ask that the County reconsider its determination or provide further explanation of how our supplemental references and executive experience "materially altered" our submission, rather than strengthened the evidentiary record of our responsibility.

We remain committed to partnering with Broward County and delivering quality services for Port Everglades. Please confirm whether the County is willing to revisit this determination before we proceed with a formal protest in accordance with the timeline set forth in the Summary of Vendor Rights.

Thank you again for your attention.

Respectfully,

Eddy Perrault Jr.

Managing Partner

Briggs Management & Associates, LLC

\$\square\$ 954-673-3249 | ■ eperrault@briggsmanagement.com

www.briggsmanagement.com

Mr. Perrault,

As stated during our phone call, bid responses and associated documents are reviewed for the named bidding firms. Unfortunately, your firm's bid was determined non-responsible and rejected as a result of an insufficient number of positive vendor references.

Per your request, see the attached in response to the following:

 The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations). See Award/Rejection Authority Memorandum (with attachments).

To further clarify, your firm's determination of non-responsible and the rejection; in accordance with the solicitation's General Conditions, 8. Qualifications of Vendors, the County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses and find Vendor nonresponsible where the evaluation indicates insufficient or uncertainty regarding ability to perform.

- A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists. Refer to Recommendation for Award and see Award/Rejection Authority Memorandum (attachments).
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision. See Award/Rejection Authority Memorandum (with attachments).
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations. See license and insurance (verified).
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision. See Email; Re: Vendor References
- 6. Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure. See Summary of Vendor Rights for Broward County Competitive Solicitations (2. Right to Protest) and General Conditions – Quotes Bids (10. Resolution of Protested Solicitations and Proposed Awards).

During the call you also mentioned that you provided additional vendor references, pursuant to Broward County Procurement Code, 21.40. Determination of Responsiveness and Responsibility (b) (1) "the Director of Purchasing, (in consultation with the Using Agency, shall determine whether vendors who have submitted responsive submissions are responsible." and (4) states additional information on matters that may affect a vendor's responsibility may be requested from any vendor and a vendor may submit information regarding responsibility; however, that information shall not be considered if it contradicts or materially alters the information originally provided in the vendor's response to the solicitation. In this instance, the additional references provided were not considered.

We recognize the effort and resources invested in your submission and assure you that your response received thorough and fair consideration.

If you have any additional questions, please feel free to contact me.

We thank you once again for your interest in doing business with Broward County and encourage your continued participation in future procurement opportunities.

Respectfully,
Jeannette Ferrell, MBA, CPPO, CPPB, NIGP-CPP Purchasing Manager Broward County Purchasing Division 115 S. Andrews Avenue, Room 212 Fort Lauderdale, FL 33301 Office: (954) 468-3517
jferrell@broward.org
Attention Vendors - if you're not registered with BPRO, our electronic procurement system, you're missing out on business opportunities Don't delay - Register with BPRO today! For help registering, check out our page Purchasing BPRO or email Support@gobonfire.com.
From: Eddy Perrault < <u>eperrault@briggsmanagement.com</u> > Sent: Monday, August 25, 2025 2:02 PM To: <u>rgleason@broward.com</u> Cc: Mangan, Constance < <u>CMANGAN@broward.org</u> >; Hidalgo, Jose < <u>JHIDALGO@broward.org</u> >; Jasper Briggs < <u>jbriggs@briggsmanagement.com</u> >; Tanaykumar Murarka < <u>trmurarka@briggsmanagement.com</u> >; W Murarka < <u>vmurarka@dadeelectric.com</u> > Subject: ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)
Good afternoon,

On behalf of **Briggs Management & Associates**, **LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation**, **Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

To make an informed decision about whether to file a bid protest on or before August 29, 2025, we respectfully request the County's written justification for the rejection, including:

- The specific grounds and factual findings for rejection, and whether BMA was deemed non-responsive or non-responsible (with the applicable code/policy citations).
- 2. A copy of the Notice of Intent to Award (if issued), the bid tabulation, and any responsiveness/responsibility checklists.
- 3. Any evaluator notes, scoring sheets, or memoranda relied upon in the decision.
- 4. Records of license, certification, insurance, or bonding verifications and any related determinations.
- 5. Any correspondence or clarification requests exchanged with BMA that factored into the decision.
- Confirmation of the protest timeline, filing location, and fee/bond requirements, so we can comply precisely with County procedure.

Given the protest deadline, we would appreciate receiving these materials as soon as possible. If practical, we also request a brief debrief meeting to discuss the decision and ensure we fully understand the County's concerns.

We value our relationship with Broward County and remain committed to meeting all requirements for this and future solicitations. Thank you in advance for your prompt attention to this request. Please direct your response to me at the contact information below.

#### **Recommendations to the Board of County Commissioners**

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/2

Eddy Perrault Jr Managing Partner

Briggs Management & Associates, LLC

**\$\\$\\$** 954-673-3249

eperrault@briggsmanagement.com

<u>www.briggsmanagement.com</u>

From: Tuzeo, Vincent < VTUZEO@broward.org > Sent: Monday, August 25, 2025 1:48 PM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

 $\textbf{Cc:} \ \, \textbf{Jasper Briggs} \, < \underline{\textbf{briggs@briggsmanagement.com}}; \ \, \textbf{Jenkins, Robert} \, < \underline{\textbf{rojenkins@broward.org}}; \ \, \underline{\textbf{vmurarka@dadeelectric.com}}; \ \, \underline{\textbf{Jenkins, Robert}}; \ \,$ 

<<u>vmurarka@dadeelectric.com</u>>; Tanaykumar Murarka <<u>tmurarka@briggsmanagement.com</u>>

Subject: RE: Vendor References

This request needs to go to the Broward County Purchasing Division.

Thank you.

From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

Sent: Monday, August 25, 2025 1:32 PM
To: Tuzeo, Vincent < <u>VTUZEO@broward.org</u>>

<tmurarka@briggsmanagement.com>

Subject: Re: Vendor References

Importance: High

Good afternoon,

On behalf of **Briggs Management & Associates, LLC (BMA)**, we are writing to express our disappointment regarding the rejection of our bid for **ITB BLD2130352B1 – CCTV Installation, Maintenance & Repair (Port Everglades)**. Our understanding is that BMA was the apparent **low bidder**. Given that status, this outcome is unexpected and concerning.

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Given the protest deadline, we would appreciate receiving these materials as soon as possible. If practical, we also request a brief debrief meeting to discuss the decision and ensure we fully understand the County's concerns.

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#### **Recommendations to the Board of County Commissioners**

Solicitation Number	Solicitation Title	Recommended Vendor	Recommended Amount	Rejected Vendors	Posted Date	Release Date
BLD2130352B1	CCTV Installation, Maintenance and Repair	4 Best Business Corp dba 4BB Corp	\$2,115,500.00	Briggs Management and Associate, LLC	2025/08/22	2025/08/29

Eddy Perrault Jr

Managing Partner

Briggs Management & Associates, LLC

**954-673-3249** 

<u>eperrault@briggsmanagement.com</u>

www.briggsmanagement.com

From: Tuzeo, Vincent < <a href="mailto:VTUZEO@broward.org">VTUZEO@broward.org</a>> Sent: Wednesday, August 13, 2025 9:03 AM

To: Eddy Perrault < eperrault@briggsmanagement.com >

Cc: Jasper Briggs spriggs@briggsmanagement.com; Jenkins, Robert rojenkins@broward.org; ymurarka@dadeelectric.comymurarka@dadeelectric.comymurarka@dadeelectric.comymurarka@dadeelectric.com

Subject: RE: Vendor References

Yes, Thank you. It was submitted to Purchasing for final review and determination.

#### Vince Tuzeo

Program/Project Coordinator

Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security 1850 Eller Drive, Fort Lauderdale, FL 33316 954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

From: Eddy Perrault < eperrault@briggsmanagement.com > Sent: Tuesday, August 12, 2025 7:16 PM To: Tuzeo, Vincent < VTUZEO@broward.org> Cc: Jasper Briggs spriggs@briggsmanagement.com; Jenkins, Robert cojenkins@broward.org; y; ymurarka@dadeelectric.com; eperrault <eperrault@hatelectric.com> Subject: Re: Vendor References Vincent, Please advise if the qualifications information provided was sufficient and satisfactory. We are eager to get this contract and services started and are already gearing up in anticipation. Thank you Eddy Perrault Jr Managing Partner On Aug 7, 2025, at 9:37 AM, Tuzeo, Vincent < <u>VTUZEO@broward.org</u>> wrote: Received, Thank you. From: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a> Sent: Wednesday, August 6, 2025 5:48 PM To: Tuzeo, Vincent < <a href="https://vruzeo@broward.org">VTUZEO@broward.org</a>> Cc: Jasper Briggs < jbriggs@briggsmanagement.com>; Jenkins, Robert < rojenkins@broward.org>; VK- Vilakshan Murarka Murarka <<u>vmurarka@dadeelectric.com</u>>; eperrault <<u>eperrault@hatelectric.com</u>> Subject: Re: Vendor References Importance: High Mr. Tuzeo, The attached supporting documentation had been preiviosuly submitted to the Office of Broward County Purchasing Division (Augusto, Neda" <NAUGUSTO@broward.org) on June 15,2015 in suport of our Bid Submission. Please review and advise if this is sufficient representation of the qualifications of BMA's executive leadership. Regards, <image001.png> **Eddy Perrault Jr** Managing Partner **Briggs Management & Associates, LLC 954-673-3249** eperrault@briggsmanagement.com www.briggsmanagement.com From: Eddy Perrault Sent: Tuesday, August 5, 2025 6:43 PM To: VTUZEO@broward.org < VTUZEO@broward.org >  $\textbf{Cc:} \ Jasper \ Briggs < \underline{bbriggs@briggsmanagement.com} >; \underline{rojenkins@broward.org} < \underline{rojenkins@broward.org} >; VK- Vilakshan \ Murarka \ M$ <<u>vmurarka@dadeelectric.com</u>>; eperrault <<u>eperrault@hatelectric.com</u>> Subject: Re: Vendor References

Thank you for your message and follow-up.

Good afternoon Mr. Tuzeo,

While the references originally submitted reflect a few of our low-voltage systems work, I appreciate your request for CCTV-specific vendor references with larger contract values. We are actively compiling those and

will provide three updated references shortly.

I would also like to note that between myself and Mr. VK Murarka—majority owners of Briggs Management & Associate LLC—we bring over 50 years of combined experience in the design, installation, and commissioning of CCTV and integrated security systems for public and private clients, including school districts, municipalities, and transportation hubs.

Under Florida Statute § 287.057(3)(a), public agencies may consider the qualifications of key personnel and proposed project staff when evaluating a vendor's responsibility and experience. Additionally, it is common in Florida public procurements—especially under RFQ or design-build models—for the relevant experience of company leadership and project team members to be considered as part of the firm's qualifications. This is further supported by federal case law such as Lee v. GTE Florida, Inc., 226 F.3d 1249 (11th Cir. 2000), which upholds the validity of business decisions based on staff qualifications, provided the evaluation is fair and nondiscriminatory.

We respectfully submit that our leadership's direct experience bolsters the qualifications of Briggs Management & Associates and relevant to the scope of this contract.

We'll follow up shortly with the requested references. Please let me know if there's anything else you need in the meantime.

Best regards,

Eddy Perrault Jr.

Briggs Management & Associates LLC

Sent from my iPhone

On Aug 5, 2025, at 4:01 PM, Eddy Perrault < eperrault@briggsmanagement.com > wrote:

Reply to the email by asking:

 WIII previous project experiences of Executive and employees of BMA and/or its parent company satisfy your request?

<Outlook-10qzzhxg.png>

Eddy Perrault Jr

Managing Partner

**Briggs Management & Associates, LLC** 

**\** 954-673-3249

eperrault@briggsmanagement.com

www.briggsmanagement.com

From: Jasper Briggs < jbriggs@briggsmanagement.com >

Sent: Tuesday, August 5, 2025 3:50 PM

To: Eddy Perrault < <a href="mailto:eperrault@briggsmanagement.com">eperrault@briggsmanagement.com</a>

Subject: Fw: Vendor References

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From: Tuzeo, Vincent < VTUZEO@broward.org>
Sent: Tuesday, August 5, 2025 3:43:23 PM
To: Jasper Briggs < jbriggs@briggsmanagement.com>
Cc: Jenkins, Robert < rojenkins@broward.org>

Subject: Vendor References

Good afternoon Mr. Briggs,

Following up my voicemail; the list of vendor references you provided in the Bid questionnaire were not related to CCTV work and the contract amounts were extremely low compared to our contract amounts. Please provide three other vendor references specifically related to CCTV work you are currently doing or have done in the past with the highest CCTV contract amount, as soon as possible.

Thank you,

# Vince Tuzeo

Program/Project Coordinator

<image001.png>
Port Everglades Department/Broward County

Office of the Chief Executive/Port Director/Security

1850 Eller Drive, Fort Lauderdale, FL 33316

954-468-3717 (Office) 954-253-1270 (Cell)

vtuzeo@broward.org

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