

## **Solicitation OPN2127382B1**

### **Household Hazardous Waste Collection And Disposal**

#### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid OPN2127382B1

### Household Hazardous Waste Collection And Disposal

Bid Number **OPN2127382B1**  
Bid Title **Household Hazardous Waste Collection And Disposal**

Bid Start Date **Nov 2, 2023 11:45:11 AM EDT**  
Bid End Date **Nov 20, 2023 2:00:00 PM EST**  
Question &  
Answer End Date **Nov 14, 2023 5:00:00 PM EST**

Bid Contact **Shamar Brissett**  
**Purchasing Agent**  
**Purchasing**  
**sbrissett@broward.org**

Bid Contact **Jacqueline Chapman**  
**jchapman@broward.org**

Contract Duration **3 years**  
Contract Renewal **2 annual renewals**  
Prices Good for **120 days**

Bid Comments **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services, and incidentals to provide household hazardous waste collection and disposal services for the Solid Waste and Recycling Services Division per the **Specification and Requirements**.

**Goal Participation:** This solicitation is open to the general marketplace. Refer to Office of Economic and Small Business Development Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises section for additional information.

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

**County/State License Requirements:** In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

**Request for Approved Equals:** Vendors may submit for Broward County's consideration, a request to approve an equal product for a product/specification of this solicitation. The **Request for Approved Equals form** must be submitted (by email) to sbrissett@broward.org no later than November 10, 2023.

**Ownership Disclosure:** Broward County is collecting entity ownership information for Vendors. This is for informational purposes only and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will not be used in determining whether the Vendor will receive a contract award. 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.

Submit the form only through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.

Link for form submittal: Ownership Disclosure Form

**Questions and Answers:** The County provides a specified time for Vendors to ask questions and seek clarification regarding the

requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

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

**Addendum # 1**

Previous End Date	<b>Nov 15, 2023 2:00:00 PM EST</b>	New End Date	<b>Nov 20, 2023 2:00:00 PM EST</b>
Previous Q & A End Date	<b>Nov 10, 2023 5:00:00 PM EST</b>	New Q & A End Date	<b>Nov 14, 2023 5:00:00 PM EST</b>

**Item Response Form**

Item **OPN2127382B1--01-01 - Default Lot: Mobilization Charge for One Day Remote HHW Event**

Quantity **12 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

**Qty 12**

**Description**

Mobilization Charge for One Day Remote HHW Event

**MOBILIZATION- HHW REMOTE EVENT ONLY**

Item **OPN2127382B1--01-02 - Default Lot: Per Hour Rate**

Quantity **4500 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

No Location Specified

**Qty 4500**

**Description**

Per Hour Rate

**CONTRACT LABOR- FIXED FACILITY STAFFING AND COLLECTIONS, LAB PACKING AND REMOTE COLLECTION EVENTS**

Item **OPN2127382B1--02-01 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 5-Gallon Poly Bucket with Lid\***

Quantity **150 each**

Unit Price

Delivery Location **Broward County Board of County**

**Commissioners**No Location Specified**Qty** 150**Description**

5-Gallon Poly Bucket with Lid\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-02 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 2-Gallon Poly Bucket with Lid*</b>
Quantity	<b>50 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

**Qty** 50**Description**

2-Gallon Poly Bucket with Lid\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-03 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 30-Gallon Drum*</b>
Quantity	<b>50 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

**Qty** 50**Description**

30-Gallon Drum\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-04 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 55-Gallon Drum*</b>
Quantity	<b>500 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

**Qty** 500**Description**

55-Gallon Drum\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-05 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 55-Gallon Box With Liner*</b>
Quantity	<b>500 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 500</b>

**Description**

55-Gallon Box With Liner\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-06 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: 85-Gallon Over Pack Drum*</b>
Quantity	<b>10 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 10</b>

**Description**

85-Gallon Over Pack Drum\*

\* UN rated container/box

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Item	<b>OPN2127382B1--02-07 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Box for 4ft. Fluorescent Lights</b>
Quantity	<b>75 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 75</b>

**Description**

Box for 4ft. Fluorescent Lights

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Item	<b>OPN2127382B1--02-08 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Box for 8ft. Fluorescent Lights</b>
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Quantity **50 each**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty** 50**Description**

Box for 8ft. Fluorescent Lights

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**Item** **OPN2127382B1--02-09 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Vermiculite, Grade 2, 4 cu. Ft bag or approved equal**Quantity **150 each**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty** 150**Description**

Vermiculite, Grade 2, 4 cu. Ft bag or approved equal

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**Item** **OPN2127382B1--02-10 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Cubic Yard Box with Liner, 36" x 36" x 36" or approved equal\***Quantity **100 each**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty** 100**Description**

Cubic Yard Box with Liner, 36" x 36" x 36" or approved equal\*

\* UN rated container/box

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**Item** **OPN2127382B1--02-11 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Cubic Yard Box with Liner, 36" x 36" x 36" or approved equal**Quantity **100 each**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty** 100**Description**

Cubic Yard Box with Liner, 36" x 36" x 36" or approved equal

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Item	<b>OPN2127382B1--02-12 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Wood Pallets, 48" x 48", or approved equal</b>
Quantity	<b>200 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 200</b>

**Description**

Wood Pallets, 48" x 48", or approved equal

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Item	<b>OPN2127382B1--02-13 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Universal Absorbent Spill Pad, 15" x 20", 100 CT, or approved equal</b>
Quantity	<b>20 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 20</b>

**Description**

Universal Absorbent Spill Pad, 15" x 20", 100 CT, or approved equal

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Item	<b>OPN2127382B1--02-14 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Liner for 20 or 30 CY roll-off container, 6 mil or greater</b>
Quantity	<b>12 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <a href="#">No Location Specified</a>
	<b>Qty 12</b>

**Description**

Liner for 20 or 30 CY roll-off container, 6 mil or greater

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Item	<b>OPN2127382B1--02-15 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Liner for 40 CY roll-off container, 6 mil or greater</b>
Quantity	<b>12 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>

**Commissioners**No Location Specified**Qty** 12**Description**

Liner for 40 CY roll-off container, 6 mil or greater

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Item	<b>OPN2127382B1--02-16 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Nitrile Gloves, 5 mil or greater, 100 CT Box</b>
Quantity	<b>50 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 50**Description**

Nitrile Gloves, 5 mil or greater, 100 CT Box

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Item	<b>OPN2127382B1--02-17 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Leather Palm Gloves, Cowhide, Sizes L, XL, 12 CT Dozen</b>
Quantity	<b>100 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 100**Description**

Leather Palm Gloves, Cowhide, Sizes L, XL, 12 CT Dozen

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Item	<b>OPN2127382B1--02-18 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Flammable Storage Cabinet, minimum 45 gallon capacity</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 1**Description**

Flammable Storage Cabinet, minimum 45 gallon capacity

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Item	<b>OPN2127382B1--02-19 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Corrosive Storage</b>
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**Cabinet, minimum 30 gallon capacity**Quantity **1 each**Unit Price Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty 1****Description**

Corrosive Storage Cabinet, minimum 30 gallon capacity

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**Item** **OPN2127382B1--02-20 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Stretch Wrap, 120  
gauge or greater, minimum 1,000ft**Quantity **50 each**Unit Price Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty 50****Description**

Stretch Wrap, 120 gauge or greater, minimum 1,000ft

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**Item** **OPN2127382B1--02-21 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: OIL-DRI, Loose  
Absorbent, 36 lbs. bag minimum**Quantity **100 each**Unit Price Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty 100****Description**

OIL-DRI, Loose Absorbent, 36 lbs. bag minimum

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**Item** **OPN2127382B1--02-22 - Section 1 - HAZMAT SUPPLIES, NEW, INCLUDING DELIVERY: Packing Tape, 1.8 mil or  
greater, 2 in., 100 meter, 36 CT Pack**Quantity **10 each**Unit Price Delivery Location **Broward County Board of County  
Commissioners**No Location Specified**Qty 10****Description**

Packing Tape, 1.8 mil or greater, 2 in., 100 meter, 36 CT Pack

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Item	<b>OPN2127382B1--03-01 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Alkyd (Oil-Based) Paint, Solvents, Stains</b>
Quantity	<b>2000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 2000</b>

**Description**

Alkyd (Oil-Based) Paint, Solvents, Stains

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Item	<b>OPN2127382B1--03-02 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Latex Paint</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 1000</b>

**Description**

Latex Paint

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Item	<b>OPN2127382B1--03-03 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Flammable Liquid, Halogenated</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 1000</b>

**Description**

Flammable Liquid, Halogenated

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Item	<b>OPN2127382B1--03-04 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Flammable Liquid, non-Halogenated</b>
Quantity	<b>45000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>

No Location Specified**Qty** 45000**Description**

Flammable Liquid, non-Halogenated

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Item	<b>OPN2127382B1--03-05 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Corrosives, Acid or Alkaline</b>
Quantity	<b>20000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 20000**Description**

Corrosives, Acid or Alkaline

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Item	<b>OPN2127382B1--03-06 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Pesticides</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 1000**Description**

Pesticides

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Item	<b>OPN2127382B1--03-07 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Motor Oil</b>
Quantity	<b>6000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 6000**Description**

Motor Oil

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Item	<b>OPN2127382B1--03-08 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Antifreeze</b>
Quantity	<b>6000 pound</b>
Unit Price	<input type="text"/>

Delivery Location

**Broward County Board of County  
Commissioners**No Location Specified**Qty** 6000**Description**

Antifreeze

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**Item** OPN2127382B1--03-09 - Section 2 - LIQUID DRUMMED (BULK) EXCLUDING CONTAINER WEIGHT: Oily Water**Quantity** 5000 pound**Unit Price** **Delivery Location****Broward County Board of County  
Commissioners**No Location Specified**Qty** 5000**Description**

Oily Water

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**Item** OPN2127382B1--04-01 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT :  
Aerosol Cans**Quantity** 15000 pound**Unit Price** **Delivery Location****Broward County Board of County  
Commissioners**No Location Specified**Qty** 15000**Description**

Aerosol Cans

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**Item** OPN2127382B1--04-02 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT :  
Alkyd (Oil-Based) Paint in Original Containers < =5 gallon**Quantity** 20000 pound**Unit Price** **Delivery Location****Broward County Board of County  
Commissioners**No Location Specified**Qty** 20000**Description**

Alkyd (Oil-Based) Paint in Original Containers &lt; =5 gallon

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**Item** OPN2127382B1--04-03 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT :

	<b>Poisons Liquid</b>
Quantity	<b>15000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty</b> 15000
<b>Description</b> Poisons Liquid	

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Item	<b>OPN2127382B1--04-04 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Poisons Solid</b>
Quantity	<b>7500 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty</b> 7500
<b>Description</b> Poisons Solid	

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Item	<b>OPN2127382B1--04-05 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : PCB's</b>
Quantity	<b>100 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty</b> 100
<b>Description</b> PCB's	

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Item	<b>OPN2127382B1--04-06 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Flammable Liquids</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty</b> 1000
<b>Description</b> Flammable Liquids	

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Item	<b>OPN2127382B1--04-07 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Flammable Solids</b>
Quantity	<b>6000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 6000</b>
<b>Description</b> Flammable Solids	

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Item	<b>OPN2127382B1--04-08 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Batteries for Recycle: NICAD, NIMH, Lead Acid, (Lithium-Ion; Mercuric Oxide, Alk</b>
Quantity	<b>2000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 2000</b>
<b>Description</b> Batteries for Recycle: NICAD, NIMH, Lead Acid, (Lithium-Ion; Mercuric Oxide, Alkaline, Other)	

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Item	<b>OPN2127382B1--04-09 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Alkyd (Oil-Based) Paint in Original Placed in Drums, Boxes, Roll Offs, or Other</b>
Quantity	<b>10000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
	<b>Qty 10000</b>
<b>Description</b> Alkyd (Oil-Based) Paint in Original Placed in Drums, Boxes, Roll Offs, or Other Shipping Receptacle	

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Item	<b>OPN2127382B1--04-10 - Section 3 - SOLIDS AND LIQUIDS LOOSE PACKED EXCLUDING CONTAINER WEIGHT : Latex Paint in Original Container(s) Placed in Drums, Boxes, County owned Roll O</b>
Quantity	<b>100000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>

No Location Specified**Qty** 100000**Description**

Latex Paint in Original Container(s) Placed in Drums, Boxes, County owned Roll Offs, or Other Shipping Receptacle

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Item	<b>OPN2127382B1--05-01 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Corrosives, Acid or Alkaline</b>
Quantity	<b>5000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 5000**Description**

Corrosives, Acid or Alkaline

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Item	<b>OPN2127382B1--05-02 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Oxidizers</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 1000**Description**

Oxidizers

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Item	<b>OPN2127382B1--05-03 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Organic Peroxides</b>
Quantity	<b>100 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 100**Description**

Organic Peroxides

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Item	<b>OPN2127382B1--05-04 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Poisons</b>
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Quantity **100 pound**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 100

**Description**  
Poisons

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Item **OPN2127382B1-05-05 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT :  
Flammables**  
Quantity **100 pound**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 100

**Description**  
Flammables

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Item **OPN2127382B1-05-06 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT :  
Reactives, USDOT 4.2, 4.3**  
Quantity **100 pound**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 100

**Description**  
Reactives, USDOT 4.2, 4.3

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Item **OPN2127382B1-05-07 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT :  
Elemental Mercury**  
Quantity **100 pound**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 100

**Description**  
Elemental Mercury

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Item	<b>OPN2127382B1--05-08 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Mercury in Manufactured Articles</b>
Quantity	<b>100 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
<b>Qty</b> 100	

**Description**

Mercury in Manufactured Articles

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Item	<b>OPN2127382B1--05-09 - Section 4 - SOLIDS AND LIQUIDS LAB PACKED EXCLUDING CONTAINER WEIGHT : Flares/Fireworks</b>
Quantity	<b>1000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
<b>Qty</b> 1000	

**Description**

Flares/Fireworks

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Item	<b>OPN2127382B1--06-01 - Section 5 - UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT : Straight Fluorescent Light Tubes Four (4) Feet or More in Length</b>
Quantity	<b>7000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>
<b>Qty</b> 7000	

**Description**

Straight Fluorescent Light Tubes Four (4) Feet or More in Length

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Item	<b>OPN2127382B1--06-02 - Section 5 - UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT : "Compact Fluorescent Lamps, All Shapes &amp; Sizes , Less Than Four (4) feet in Leng</b>
Quantity	<b>6000 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 6000**Description**

Compact Fluorescent Lamps, All Shapes &amp; Sizes , Less Than Four (4) feet in Length

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Item	<b>OPN2127382B1--06-03 - Section 5 - UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT : Fire Extinguishers &gt; 2 Lbs</b>
Quantity	<b>100 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 100**Description**

Fire Extinguishers &gt; 2 Lbs

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Item	<b>OPN2127382B1--06-04 - Section 5 - UNIT PRICED MATERIALS EXCLUDING CONTAINER WEIGHT : Fire Extinguishers &lt; 2 Lbs</b>
Quantity	<b>100 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 100**Description**

Fire Extinguishers &lt; 2 Lbs

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Item	<b>OPN2127382B1--07-01 - Section 6 - COMPRESSED GAS IN ORIGINAL CONTAINERS : Propane Tanks, 1 lb.</b>
Quantity	<b>500 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

**Qty** 500**Description**

Propane Tanks, 1 lb.

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Item	<b>OPN2127382B1--07-02 - Section 6 - COMPRESSED GAS IN ORIGINAL CONTAINERS : Propane Tanks, 20 lb.</b>
Quantity	<b>500 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>

No Location Specified**Qty** 500**Description**

Propane Tanks, 20 lb.

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Item	<b>OPN2127382B1--07-03 - Section 6 - COMPRESSED GAS IN ORIGINAL CONTAINERS : Propane Tanks, &gt; 20 lb.</b>
Quantity	<b>10 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

**Qty** 10**Description**

Propane Tanks, &gt; 20 lb.

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Item	<b>OPN2127382B1--07-04 - Section 6 - COMPRESSED GAS IN ORIGINAL CONTAINERS : Refrigerant Gasses, all types, in original containers</b>
Quantity	<b>300 pound</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

**Qty** 300**Description**

Refrigerant Gasses, all types, in original containers

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

1. **SCOPE**

Bids are hereby invited on an open-end basis for Household Hazardous Waste and Disposal Services for Broward County Solid Waste and Recycling Services (SWRS).

The purpose of this solicitation is to obtain the services of one or more CONTRACTOR(S) who shall provide for the management of hazardous waste for the COUNTY'S Household Hazardous Waste (HHW) Collection Program. CONTRACTOR shall be tasked to perform services not limited to, categorization, collection, disposal, identification, packaging, recycling, transportation, shipping, supplemental labor, and related actions. This solicitation shall only be used by SWRS for the management and disposal of waste collected by County through its HHW program.

The HHW Program provides an outlet for the proper recycling and disposal of household hazardous waste for the residents and approved entities of Broward County. The COUNTY administers and operates three (3) HHW collection facilities and a maximum of twelve (12) HHW remote events annually.

Awarded CONTRACTOR(S) or designated representative(s) shall comply with all federal, state, and local regulations associated with the handling, transport, and disposal of hazardous waste and/or any regulations, permits, fees, and other related requirements necessary to satisfy the terms and conditions stated within this contract.

2. **DEFINITIONS**

**Agreement:**

This document, including any written amendments hereto which are approved by the Broward County Board of County Commissioners, and other written documents which are expressly incorporated herein by reference.

**Bid:**

The offer or proposal submitted on the specified bid forms by the bidder setting forth the prices for the work to be performed.

**Contract Administrator:**

County employee designated to direct the activities outlined within with contract. Examines performance requirements associated with contract to ensure completeness and accuracy. Contract Administrator may designate other County employees to direct specific activities or functions within this agreement.

**County:**

Broward County, Florida, a political subdivision of the State of Florida.

**Drummed (Bulk):**

A method of packing shipping containers by emptying the contents of the original waste containers into the shipping container.

**Final Disposal Facility:**

The facility where wastes are destroyed, recycled, treated, or otherwise processed and will not undergo further processing.

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

**Fixed Facility:**

Facility employed by the COUNTY for the purpose of the collection of waste materials on a regular basis from households.

**Hazardous Waste:**

Hazardous waste is any substance listed, defined, characterized, or identified as a hazardous waste, pursuant to the Resource Conservation and Recovery Act (RCRA), part 40, Code of Federal Regulations (40 CFR).

**Intermediate Facility:**

A facility that is utilized for storage, consolidation, or other purposes for the preparation of wastes for final disposal.

**Lab Pack:**

A method of packing shipping containers with waste items left in their original containers surrounded with absorbent material. A detailed list of items usually accompanies the container.

**Loose Pack:**

A method of packing shipping containers with waste items left in their original containers whereby absorbent materials may be used and a detailed list of items is not used.

**Notice:**

Communication with the awarded CONTRACTOR, not limited to verbal conversation, written document, e-mail, phone call or facsimile.

**OSHA:**

Occupational Safety and Health Administration.

**OSHA 40-hour HAZWOPER:**

A 40-hour certificate course in hazardous waste operations and emergency response as defined by the Occupational Safety and Health Administration.

**Project Coordinator**

CONTRACTOR liaison responsible for the direction of all CONTRACTOR activities necessary to fulfill the CONTRACTOR's role as specified within the terms and conditions of the contract. The Project Coordinator shall hold a four (4) year degree in chemistry or a related field, with a minimum of two (2) years of experience as a project manager for Household Hazardous Waste collections such as those held in Broward COUNTY.

**RCRA:**

Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq. (1976), including all associated rules and amendments.

**Recycling:**

The recovery or use of wastes as raw material for making products of the same or different nature as the original product.

**Remote Collection Event:**

A day or set of days for the purpose of the collection of waste material from households at temporary collection sites.

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

**Remote Collection Event Partner:**

Public and/or private entities within Broward COUNTY whose sites and resources are utilized to conduct remote collection events.

**Treatment:**

The processing of wastes by chemical, physical, or biological means to remove or reduce their hazardous characteristics or constituents.

**TSD:**

Transfer, Storage and Disposal facility.

**Ultimate Disposal Facility:**

The facility at which the residual materials or by products from the final disposal such as incineration ash are managed.

**VSQG:(Very Small Quantity Generator):**

Defined by the Resource Conservation and Recovery Act (RCRA), businesses generating less than 220 pounds (100 kg) of hazardous waste per month and never accumulating more than 2,200 pounds (1,000 kg) of hazardous waste on any site at any time.

**3. SPECIFICATIONS, GENERAL**

**3.1 Fixed Facility HHW Collections**

HHW collections shall occur Fridays bimonthly and every Saturday from 8:00 am until 4:00 pm at the County's three (3) Residential Drop-off Centers (RDOC).

- North Residential Drop-off Center (NRDOC), 2780 North Powerline Road, Pompano Beach, FL 33069. (Third Friday and every Saturday)
- Central Residential Drop-off Center (CRDOC), 5490 Reese Road, Davie, FL, 33314 (Saturday only).
- South Residential Drop-off Center (SRDOC), 5601 West Hallandale Beach Boulevard, West Park, FL 33023. (First Friday and Every Saturday)

CONTRACTOR shall staff the facilities as needed for HHW operations and provide for all necessary personal protective equipment, wearing apparel with company name/logo, or other related needs deemed appropriate for its employees. Staffing levels shall be determined by the COUNTY based on program needs and historical performance at each site, typically two (2) to three (3) personnel at each location on Saturdays and one (1) personnel at SRDOC on Fridays. Staffing levels are subject to periodic adjustments. CONTRACTOR's employees and representatives shall possess all necessary education, training, and certificates, not limited to OSHA 40-hour HAZWOPER, required to fulfill the terms and conditions specified within this contract. CONTRACTOR shall provide COUNTY with related documentation for each employee immediately upon request.

**3.2 HHW Pickups**

CONTRACTOR shall provide for collection of waste from the facilities (waste pickups) as needed and not more than ten (10) working days after notification. Mobilization costs shall not apply to fixed facility collections or staffing. Labor costs shall not apply to fixed facility waste pickups. CONTRACTOR shall provide collection or labor requests from COUNTY facilities for emergencies, natural disasters, or other special circumstances within 72 hours of notice. COUNTY does not have a loading dock at any facility or

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

related location. CONTRACTOR shall provide for all necessary regulatory procedures and documentation associated with hazardous waste handling, collection, transport, and disposal. This shall include, but not be limited to invoices, work orders, uniform hazardous waste manifests, container content sheets, certificates of disposal, land disposal restriction forms, placards, labeling, waste profiles and related items.

**3.3 Project Coordinator**

CONTRACTOR shall designate a single project coordinator responsible for all activities included within the terms and conditions of this contract, including but not limited to CONTRACTOR invoicing, inquiries of payment status, scheduling, planning, ordering, and related issues, or services. CONTRACTOR shall provide immediate notice to the COUNTY if the project coordinator is replaced, and future project coordinator contact information. All CONTRACTOR project coordinators shall meet the definition specified within this contract.

**3.4 Disclosure**

Immediately upon award, CONTRACTOR shall provide a detailed, written description of the management process for the disposal, reclamation, recycling, and final disposition for each waste stream designated within this contract. CONTRACTOR shall include the name and address of each intermediate, final, and ultimate permitted facility for each waste stream used for the treatment and/or disposal of any waste collected under the terms and conditions of this contract. CONTRACTOR shall provide a statement of agreement with any TSD facility not owned by the CONTRACTOR. CONTRACTOR shall recycle HHW where possible. Failure to meet this condition shall be deemed unresponsive and contract may be awarded to the next responsive, responsible bidder.

**3.5 TSD Regulatory Violations**

The CONTRACTOR shall provide to the COUNTY a copy of any regulatory notices or citations issued at any TSD facility that is or has been used for COUNTY household hazardous waste within ten (10) working days of issue.

**3.6 Remote Events**

CONTRACTOR shall provide all necessary equipment, supplies, traffic control, safety and spill equipment, signage, personnel, and regulatory documentation to fully administer and operate a maximum of twelve (12) remote HHW collection events. Logistics, traffic control and required staffing levels will be determined for each remote collection event based on location, historic performance, and waste intake data, and as mutually agreed upon by the COUNTY and the CONTRACTOR. An event planning meeting may be conducted before each event and a safety meeting shall be conducted on the day of each event before opened to the public with a pre-approved site safety plan provided by the CONTRACTOR. CONTRACTOR shall provide a minimum of one field chemist for each remote collection event. COUNTY shall designate dates, times, and locations for HHW events with notice to CONTRACTOR a minimum of 30 days prior. HHW remote events are likely to occur on Sundays with hours for public collections typically from 9:00 am until 3:00 pm. CONTRACTOR shall arrive not later than 7:30 am and ready to receive customers by 9:00 am. Waste shall be removed from the site and taken directly to the CONTRACTOR'S facility. Mobilization costs shall only be applicable to remote HHW collection events. There shall be a penalty of one thousand dollars, per HHW event, if the CONTRACTOR fails to perform as specified and/or mutually agreed. Penalty may be shown as a credit on the following invoice(s) to

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

Solid Waste and Recycling Services associated with the contract. COUNTY may add or delete HHW collection events during the contract term.

**3.7 Non-Contract Waste and Supplemental Labor**

COUNTY reserves the right to divert waste from fixed facilities and HHW remote events and/or use its own personnel and equipment to supplement. Details shall be mutually agreed upon before each event. For waste not specifically listed in this contract, CONTRACTOR and COUNTY shall mutually agree upon the best possible representation based on the physical state and characteristics of the waste (ignitable, corrosive, reactive or toxic). CONTRACTOR shall invoice for the agreed upon corresponding line item within the contract.

**3.9 Spill Response and Cleanup**

The CONTRACTOR shall provide emergency response to spills during collections at fixed facilities and remote events. CONTRACTOR shall submit a spill response and emergency plan a minimum of five (5) working days before each HHW remote event. CONTRACTOR is solely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup locations, during transportation, or at any disposal facility. CONTRACTOR shall clean up spills in accordance with all federal, state, and local regulations and verify that the cleanup meets applicable cleanup standards. COUNTY reserves the right to verify costs and quality of any such cleanup required of the CONTRACTOR in performing tasks under the terms and conditions of this contract.

**3.10 Weight Determination**

Disposal costs shall be based on the net weight of waste. Weight shall be determined by on site weighing. The CONTRACTOR shall provide a scale certified by the FL Department of Agriculture and Consumer Services. Container weights are excluded, and tare weights shall be subtracted and noted on the invoice and weigh ticket. Net weight shall include all materials inside the container including absorbent materials when used. Only inert absorbents such as vermiculite are allowed for use except where incompatible with the waste. Other absorbents, such as clay absorbent are not permitted. For purposes of determining net weight, the following standard container tare weight will be used from Table 1. The weights of other shipping containers not listed will be reasonably determined by weighing and as mutually agreed upon.

Table 1.

Container	Weight
55 Gallon Steel Drum	40 lbs
55 Gallon Poly Drum	20 lbs
30 Gallon Poly Drum	10 lbs
5 Gallon Bucket	2 lbs
Palletized Cubic Yard Box with Liner	60 lbs

**3.11 Invoices**

CONTRACTOR shall invoice the COUNTY once per calendar month and within five (5) working days of the first day of each month. CONTRACTOR shall consider the date and time that the invoice is received by the COUNTY to be the invoice date. Inquiries regarding past due invoices shall not be conducted for a minimum of forty-five (45) working days from invoice date.

**SPECIFICATIONS AND REQUIREMENTS**  
**Household Hazardous Waste Collection and Disposal**

**3.12 Certificate of Insurance**

CONTRACTOR shall provide COUNTY with current certificate of insurance throughout the term and include the Remote Collection Event Partner's as additionally insured.

**3.13 Performance**

COUNTY shall document CONTRACTOR performance and enforce conditions of agreement.

**3.14 County and Contractor Owned Shipping Containers**

COUNTY shall offer HHW for shipment in its own roll-off containers or similar containers. CONTRACTOR shall return empty within five (5) working days, or as mutually agreed. Additionally, CONTRACTOR shall provide roll-off and/or similar containers for the COUNTY to collect materials at fixed facilities and events. Containers provided by CONTRACTOR at fixed facilities are not expected to remain on a COUNTY site for more than forty-five (45) working days. COUNTY shall not enter into any additional agreements with the CONTRACTOR, not limited to a Master Equipment Interchange Agreement or related arrangements. CONTRACTOR shall repair and/or replace containers in their possession owned by COUNTY that may become damaged or missing as a result of CONTRACTOR's or representative's accident, negligence, misuse, or theft. COUNTY shall not be responsible for any damage, accident, negligence, misuse, or theft of CONTRACTOR equipment on a COUNTY property.

**3.15 Contractor Operations at County Locations**

The CONTRACTOR is, and shall perform this agreement as, an Independent CONTRACTOR and, as such, shall have and maintain complete control over all of its personnel, equipment, and operations. Neither the CONTRACTOR nor anyone employed by the CONTRACTOR shall represent, act, purport to act or be deemed to be the agent, representative, employee, or servant of the COUNTY.

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

**Household Hazardous Waste Collection and Disposal**

**A. Scope:**

Vendors are invited to respond for a open-end contract to furnish all labor, materials, equipment and services required to provide household hazardous waste collection and disposal services per **Specifications and Requirements** for the Solid Waste and Recycling Services Division.

**B. Contract Type:**

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

There is no guaranteed minimum quantity of goods or services. Any quantities stated are estimates only.

Contract Term/Period: The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later, and shall terminate three (3) years from that date. The Director of Purchasing may renew this contract for two (2) one-year periods subject to Vendor acceptance, Vendor satisfactory performance, and the Director of Purchasing's determination that renewal will be in the best interest of the County. Notification of intent to renew will be sent in advance of expiration date of this contract. The Vendor must complete delivery, and the County will receive delivery, on any orders issued by the County to the Vendor prior to the date of expiration.

**C. Office of Economic and Small Business Requirements:**

Refer to **Office of Economic and Small Business Development Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises**.

**D. Specifications and Requirements:**

The **Specifications and Requirements** included herein apply to this solicitation. If the Specifications and Requirements reference a third party (i.e., manufacturer, applicator, subcontractor, etc.), the reference is to be construed as the Vendor through the third party.

The product offered by the Vendor must, on an overall basis, be equal or greater in quality or performance than the Specifications and Requirements. Broward County shall be the sole judge of what constitutes equal or greater in quality or performance. Submittals that do not comply with Specifications and Requirements are subject to rejection.

The Vendor should submit with their response photographs, drawings, current manufacturer's catalogues, or product literature on the items offered. If not submitted with their response, this information must be submitted within three calendar days after request by Broward County Purchasing Division. Literature

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

should be clearly marked as to each item number. The Vendor's failure to submit the requested literature and/or catalogues may result in their bid being declared nonresponsive.

**E. Requests for Approved Equals:**

A Vendor may submit a request for determination of approved equal status. Requests must be submitted on the Request for Approved Equals form and delivered by email to the Purchasing Agent designated in the solicitation by the date and time listed in the Bid Comments. Late requests will not be considered. The County's response to any such request will be issued by addendum.

**F. Vendor Responsibilities:**

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements), and performance of all equipment, materials, services, etc. offered in their submittal. The Vendor is not relieved of responsibility for the performance of all equipment furnished, or of ensuring timely delivery of materials, equipment, etc., even if the equipment or materials are not of their own manufacture.

The Vendor must itself perform, without subcontracting or other forms of outsourcing, work that constitutes at least 100% percent of the total contract price.

**G. Basis of Award:**

It is the intent to award this contract to all responsive, responsible bidders per group. A bidder must bid on all line items within each Group to be considered for award; otherwise, the bid will be construed as incomplete and may be rejected. A bidder may bid on any one Group; however, bidder must bid on the entire Group (all line items within the Group). Per Paragraph 7 of the General Terms and Conditions, the County reserves the right to award as deemed in its best interest.

**H. Multiple Awards:**

1. The County reserves the right to make multiple awards for this contract. Awards may be made to a maximum of two (2) responsive, responsible Vendors. If the County exercises this right, the low, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor, and the third low, responsive, responsible Vendor will be designated as the Tertiary Vendor, etc. The County is not obligated to make multiple awards.
2. The Primary Contract will be awarded to the low responsive, responsible Vendor (Primary Vendor). If the County elects to make multiple awards, the Secondary Contract and Tertiary Contract (if applicable) will be awarded to the second and third (if applicable) lowest, responsive, responsible Vendors (Secondary Vendor and Tertiary Vendor, if applicable).
3. Purchase Orders issued under the Secondary Contract will be issued if the Primary Vendor is unable to perform or if the County determines that the Primary Vendor's maximum service capacity has been reached (based on outstanding County purchase orders) and the County still needs additional service capacity. Purchase orders will be issued under the Tertiary Contract, if awarded, under the same circumstances as applied to the Secondary Vendor.

**I. Price Adjustment/Escalation:**

No price increases will be allowed during the initial contract period. For any renewal term, the Vendor may request a price increase in accordance with the Price Escalation Procedure below.

Price Escalation Procedure:

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

To seek a price increase, a Vendor must submit a written request to the County at least ninety (90) days prior to the renewal term. The Vendor must supply documentation to substantiate the requested increase. The request must include the proposed amount and effective date of the increase.

The Director of Purchasing may refuse to grant the requested price increase as not properly documented or excessive. If the Director of Purchasing refuses the requested price increase and the matter cannot be resolved to the satisfaction of the County, the Vendor shall continue to perform under the contract at the existing contracted price(s) to the end of the then current term, including completing delivery on any orders placed with the Vendor prior to the end of the then current term. Failure to complete delivery shall be grounds for cause the Contractor to be suspended and/or debarred from doing business with the County pursuant to the Broward County Procurement Code Section 21.73, Authority to Debar or Suspend.

If the Director of Purchasing approves a price increase, the increase shall be calculated as follows: Unless specifically approved otherwise by the Director of Purchasing, the increase shall be no greater than the difference of Consumer Price Index (CPI) or Produce Price Index (PPI) of the current period less CPI/PPI previous period, divided by CPI/PPI previous period, times 100. The CPI/PPI current period shall mean the most recent published monthly index prior to contract price adjustment term or renewal period. The CPI/PPI previous period shall mean for the same month of the prior year. All indices shall be obtained from the U.S. Department of Labor Statistics. For example: Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 2020-22 = 100, and not seasonally adjusted.

The Purchasing Division will notify the using agencies and the Vendor in writing of the effective date of any approved price increase. If a request for price increase is approved, the new price(s) will apply only to the orders placed after the later of the date of the County's approval or the effective date proposed in the Vendor's request for a price increase; orders placed earlier will be invoiced at the unit price in effect at the time the order was placed.

**Price De-Escalation:**

If a supplier issues revisions, supplements, or replacements to the product lists, catalogs and/or price lists previously submitted to the County, any one of which reflects a decrease in the unit price of an item covered by the contract, the Vendor must notify the County of the price decrease within thirty (30) days of the notification from the supplier to the Vendor of the price decrease.

When the County receives notice of a price decrease of an item, the County may request the same reduction in price from the Vendor. The County shall make such request in writing. If agreed to by the Vendor, the decrease shall go into effect on the same day that the supplier of the item provides the decrease to the Vendor.

If the Vendor does not agree to the requested decrease, the Vendor must notify the County in writing no later than ten (10) business days after the County's request. If the Vendor fails to timely notify the County of its nonacceptance, then the Vendor shall be deemed to have approved the price decrease. If the Vendor timely notifies the County of its nonacceptance, then the County may, upon written notice to the Vendor, terminate the contract for cause.

**J. Federal Transit Administration Requirements:**

Not applicable to this solicitation.

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

**K. Certification Requirements:**

Proof of certification should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days after the County's request. Vendor may be deemed nonresponsive for failure to fully comply with the stated timeframes.

**L. Drug Free Workplace Certification:**

Section 21.23(f) of the Broward County Procurement Code requires awards of competitive solicitations be made only to firms certifying the establishment of a drug free workplace program. The Vendor certifies that it has established a drug free workplace program in accordance with the requirements of [Section 1-71, et seq.](#), of the Broward County Code of Ordinances (Procurement from Businesses with Drug-Free Workplace Program).

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## REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors**. The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through Periscope S2G.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

### Vendor to complete the following:

Vendor Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Solicitation No.: \_\_\_\_\_ Solicitation Title: \_\_\_\_\_

Request No.: \_\_\_\_\_ Ref. Page No.: \_\_\_\_\_ Ref. Specification No.: \_\_\_\_\_

Specification Requirement from solicitation:

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

### Request for Approved Equal:

Manufacturer Offered: \_\_\_\_\_

Model No./Product: \_\_\_\_\_

Description of product offered for approved equal:

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

Product Literature is attached to this form? ☐ Yes ☐ No

### For Broward County Use Only

Broward County Response: ☐ Approved ☐ Not Approved

Reasons: \_\_\_\_\_  
\_\_\_\_\_

## **GENERAL CONDITIONS**

### **Quotation Requests and Invitations to Bid**

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

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

#### **A. GENERAL PROVISIONS**

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

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

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

##### **2. Vendor Representations and Certifications.**

Vendor represents and certifies the following:

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

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

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

## **B. TERMS AND CONDITIONS OF THE SOLICITATION**

### **1. Responses.**

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

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

### **2. Withdrawal.**

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

### **3. Bid Opening (Invitations to Bid only).**

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

### **4. Cancellation of Solicitation.**

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

## 5. Addenda.

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

## 6. Prices.

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

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

#### **9. Affiliated Entities.**

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

#### **10. Resolution of Protested Solicitations and Proposed Awards.**

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

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (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 Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

**12. Prohibited Telecommunications Equipment.**

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

**13. Criminal History Screening Practices.**

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

**14. 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 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. State of Florida Division of Corporations Requirements.**

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

**17. Cone of Silence Ordinance (Invitations to Bid).**

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

**18. 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.

**19. 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.

**20. 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.

**21. Samples.**

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

**22. "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.

**23. Legal Requirements.**

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

**C. TERMS AND CONDITIONS OF CONTRACT**

**1. Contract Period.**

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

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

### **3. Invoice and Payment.**

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

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, 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 breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

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

### **5. Conditions and Packaging.**

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

**6. Safety Standards.**

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

**7. Rejection of Nonconforming Items.**

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

**8. Inspection, Acceptance, and Title.**

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

**9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.**

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

#### **10. Insurance.**

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

#### **11. Indemnification.**

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by 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 (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

**12. Notice.**

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

*For the County:*

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

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

**13. Jurisdiction, Venue, Waiver of Jury Trial.**

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH 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.** *[Generally applicable to contracts over \$100,000]*

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

**18. Purchase by Other Governmental Agencies.**

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

**19. Public Records.**

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

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and

(d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6066, 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 directly or substantially benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

**29. Compliance with Laws; Code Requirements.**

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

**30. E-Verify.**

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

**31. Ownership Disclosure Form.**

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

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

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

**33. Amendments; Severability.**

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

Rev. 9/11/2023  
#1040409v6

**Procurement Preferences for  
Broward County Small Business Enterprises and County Business Enterprises**

This should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

**For Invitations to Bid and Quotation Requests:**

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

**For Request for Proposals:**

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or 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.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified SBE.
- ☐ Firm is a Broward County certified CBE
- ☐ Firm is not a Broward County certified SBE or CBE

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Revised May 1, 2021

**VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

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

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

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

Generic e-mail for purchase orders:

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

11. List name and title of each principal, owner, officer, and major shareholder:

- a)
- b)
- c)
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a)
- b)
- c)
- d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.

☐ Yes ☐ No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.

☐ Yes ☐ No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?

☐ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchase?

☐ Yes ☐ No ☐ N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.

☐ Yes ☐ No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.

☐ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.

☐ Yes ☐ No

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

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

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

- ☐ Vendor certifies that this offer is made independently and free from collusion; or
- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

27. Participation in Solicitation Development:

☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

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

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

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

**Reference 1:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over \$100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

### For Invitation for Bids:

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

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

For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

#### 1. Domestic Partnership Responsiveness Requirement

If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

#### 2. Domestic Partnership Tiebreaker

To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal.** Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

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For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor is a governmental entity.
- ☐ The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. (Indicate the law, statute or regulation and attach explanation of its applicability).

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**Authorized Signature/Name**

**Title**

**Vendor**

**Date**

Revised January 24, 2023

### LITIGATION HISTORY FORM

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

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

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

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court  
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

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### CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☐ Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised June 17, 2022

### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- ☐ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- ☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Authorized Signature/Name**

**TITLE**

**Vendor Name**

**DATE**

Revised May 1, 2021

## LOCATION CERTIFICATION

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

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

### For Invitation for Bids:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Broward County local business tax receipt.

**Option 3 (Locally Based Subsidiary)**

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

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

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

**If requested by County (any option):**

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

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

**Indicate Local Business Location:**

**True and Correct Attestations:**

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

Project: **Household Hazardous Waste Disposal**  
Agency: **Solid Waste and Recycling Services**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$2,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	<b>\$2,000,000</b>	
			*Maximum Deductible:	\$10,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Risk Management Division

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: ☐ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

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

are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Page 66 of 78

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

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

Page 67 of 78

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

Revised May 1, 2021

## Security Requirements

### A. General Security Requirements and Criminal Background Screening:

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

### B. General Facilities:

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

**C. Facilities Critical to Security and Public Safety:**

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

**D. Contractor Work Crews:**

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

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

**E. Other Vendors:**

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

**F. Port Everglades Locations:**

- A. The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than fifteen (15) times in a 90-day period, a permanent identification badge must be obtained and paid for by the Consultant for all employees, subconsultants, or agents visiting or working on the port project. A Transportation Worker Identification Credential (TWIC) must also be obtained in order to be granted unescorted access to designated secure areas. ID Badges are valid for up to three years, and the fees, if applicable, paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to

another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit.

- C. The Federal Government has instituted requirements for a TWIC for all personnel requiring unescorted access to designated secure areas within Port Everglades. The Consultant will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go online to <https://universalenroll.dhs.gov/twic-home>.

**G. Airport Security Program and Aviation Regulations:**

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

a) Access to Security Identification Display Areas and Identification Media.

Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost

or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

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

**H. Water and Wastewater Services (WWS):**

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

**I. Additional Security Requirements for Parks and Recreation:**

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

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

## Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

### 1. Right to Object

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

### 2. Right to Protest

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

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

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

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

### Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

## Question and Answers for Bid #OPN2127382B1 - Household Hazardous Waste Collection And Disposal

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**Question 6**

Are smaller containers bulked into larger drums/totes? Do the county personnel handle this work at collection facilities? (Submitted: Nov 6, 2023 12:22:21 PM EST)

**Answer**

- Yes. This is done with collaboration from contractor. (Answered: Nov 7, 2023 4:54:23 PM EST)

**Question 7**

Item OPN2127382B1--01-02 - Default Lot: Per Hour Rate Quantity 4500 each. Please define this item? (Submitted: Nov 6, 2023 12:22:34 PM EST)

**Answer**

- 4,500 hours of labor hours are estimated to be supplied by contractor per year. (Answered: Nov 7, 2023 4:54:23 PM EST)

**Question 8**

Are tables & tents supplied by the vendor? Any other supplies needed for these events? (Submitted: Nov 6, 2023 12:22:47 PM EST)

**Answer**

- Yes, vendor shall provide all necessary equipment, supplies, traffic control, safety and spill equipment, signage, personnel, and regulatory documentation to fully administer and operate remote events. (Answered: Nov 7, 2023 4:54:23 PM EST)

**Question 9**

Can the antifreeze, oil, oily water containers be vacuumed out and reused? (Submitted: Nov 6, 2023 12:23:00 PM EST)

**Answer**

- Yes, at fixed locations. At events they are to be drummed and removed. (Answered: Nov 7, 2023 4:54:23 PM EST)

**Question 10**

Are scales available onsite? (Submitted: Nov 6, 2023 12:23:17 PM EST)

**Answer**

- No (Answered: Nov 7, 2023 4:54:23 PM EST)

**Question 11**

3. What is the average number of vehicles per remote event? (Submitted: Nov 7, 2023 4:48:03 PM EST)

**Answer**

- Between 150 and 900 vehicles. (Answered: Nov 7, 2023 4:52:04 PM EST)

**Question 12**

Are the volumes on the bid form annual volumes or volumes for three year term? (Submitted: Nov 8, 2023 12:20:45 PM EST)

**Answer**

- Quantities listed on Item Response Form are the estimated annual quantities for this solicitation. The sum of all line items will be the Vendor's Annual Contract price. The County will calculate the estimated amount for the Initial Three-Year Contract Period/Term. (Answered: Nov 15, 2023 4:56:49 PM EST)

**Question 13**

Please confirm that vendors are not allowed to subcontract any parts of this service which includes using temp agencies for HHW labor. (Submitted: Nov 8, 2023 12:22:09 PM EST)

**Answer**

- Not allowed based on the specialized nature of processing and transporting of hazardous waste. Please refer to Section 3.1. CONTRACTORâ€™s employees and representatives shall possess all necessary education, training, and certificates, not limited to OSHA 40-hour HAZWOPER, required to fulfill the terms and conditions specified within this contract. (Answered: Nov 15, 2023 4:56:49 PM EST)

**Question 14**

Clarification. Please confirm vendors are to staff the 3 permanent locations as indicated in the scope of work. (Submitted: Nov 8, 2023 12:23:09 PM EST)

**Answer**

- Yes, based on the program needs and historical performance at each site, typically two (2) to three (3) personnel at each location on Saturdays and one (1) personnel at SRDOC on Fridays. (Answered: Nov 15, 2023 4:56:49 PM EST)

**Question 15**

Default Lot: Per Hour Rate Quantity 4500 each. Are vendors allowed to invoice hourly rates for labor traveling to and from the permanent collection sites under this category?

If not, can a mobilization rate for permanent collection sites be added to bid form? (Submitted: Nov 8, 2023 12:26:28 PM EST)

**Answer**

- No. labor shall be billed for onsite time only.

No. No modification to the bid will be made at this time. (Answered: Nov 15, 2023 4:55:32 PM EST)

**Question 16**

Is it possible to get an extension on the due date? Two weeks is not enough time to put a proposal together. (Submitted: Nov 13, 2023 12:53:30 PM EST)

**Answer**

- It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document.

Continue to monitor the bid for any addendums or modifications. (Answered: Nov 13, 2023 12:57:19 PM EST)

**Question 17**

2. Please provide details for the Collection events. Please include a summary listing the number of cars, weights of different types of materials collected, and associated invoices for 2022. (Submitted: Nov 13, 2023 1:00:29 PM EST)

**Answer**

- Please refer to section 3.6 Remote Events for details. Please email PurchasingRecords@broward.org to request 2022 records. (Answered: Nov 15, 2023 4:57:29 PM EST)

**Question 18**

Please provide shipping papers and invoices for waste shipped from the collection centers for 2022. (Submitted: Nov 13, 2023 1:00:40 PM EST)

**Answer**

- Please email PurchasingRecords@broward.org to request 2022 records. (Answered: Nov 15, 2023 4:57:29 PM EST)

**Question 19**

Please provide the current contract pricing. (Submitted: Nov 13, 2023 1:00:52 PM EST)

**Answer**

- Refer to response provided to Question No. 1 and Question No.3 (Answered: Nov 13, 2023 1:02:09 PM EST)

**Question 20**

Once a HHW event is completed, where is waste stored and for how long can it be stored awaiting profile approval on labpacks and new waste streams? (Submitted: Nov 14, 2023 1:01:44 PM EST)

**Answer**

- Refer to the Specification and Requirements Section 3.6 (Answered: Nov 15, 2023 4:51:16 PM EST)

**Question 21**

How many Large events are held each year? (Submitted: Nov 15, 2023 4:51:55 PM EST)

**Answer**

- Refer to the Specification and Requirements Section 3.6 (Answered: Nov 15, 2023 4:53:55 PM EST)

**Question 22**

Are there dates established for these events? (Submitted: Nov 15, 2023 4:52:02 PM EST)

**Answer**

- Yes (Answered: Nov 15, 2023 4:53:55 PM EST)

**Question 23**

What are the locations of these events? (Submitted: Nov 15, 2023 4:52:11 PM EST)

**Answer**

- At participating municipalities within Broward County. (Answered: Nov 15, 2023 4:53:35 PM EST)

**Question 24**

How many hours do each event receive material from vehicles? (Submitted: Nov 15, 2023 4:52:21 PM EST)

**Answer**

- Refer to the Specification and Requirements Section 3.6 (Answered: Nov 15, 2023 4:53:24 PM EST)

**Question 25**

How many cars per event for the last 8 events by location? (Submitted: Nov 15, 2023 4:52:29 PM EST)

**Answer**

- Please email PurchasingRecords@broward.org to request records. (Answered: Nov 15, 2023 4:53:11 PM EST)

**Question 26**

How many personnel are supplied and what are their duties? (Submitted: Nov 15, 2023 4:52:37 PM EST)

**Answer**

- Personnel requests are based on historical data. Please refer to section 3.6. (Answered: Nov 15, 2023 4:52:55 PM EST)