

## Trio Development Corporation

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Address **1701 NW 22nd Court**  
**Pompano Beach, FL 33069**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2122386B1--01-01	Group 1: Mobilization for Routine Work Order under \$5,000.00	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	15 / each	<b>\$3,000.00</b> Y Y
PNC2122386B1--01-02	Group 1: Mobilization for Routine Work Order from \$5,000.01 to \$25,000.00	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	15 / each	<b>\$4,500.00</b> Y
PNC2122386B1--01-03	Group 1: Mobilization for Routine Work Order over \$25,000.01	<b>Supplier Product Code:</b>	<b>First Offer - \$6,500.00</b>	35 / each	<b>\$227,500.00</b> Y
PNC2122386B1--01-04	Group 1: Mobilization for Urgent Work Order under \$5,000.00	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	8 / each	<b>\$1,600.00</b> Y
PNC2122386B1--01-05	Group 1: Mobilization for Urgent Work Order from \$5,000.01 to \$25,000.00	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	8 / each	<b>\$2,400.00</b> Y
PNC2122386B1--01-06	Group 1: Mobilization for Urgent Work Order over \$25,000.01	<b>Supplier Product Code:</b>	<b>First Offer - \$6,500.00</b>	8 / each	<b>\$52,000.00</b> Y
PNC2122386B1--01-07	Group 1: Provide Foreperson	<b>Supplier Product Code:</b>	<b>First Offer - \$145.00</b>	1200 / hour	<b>\$174,000.00</b> Y
PNC2122386B1--01-08	Group 1: Provide Laborer / Crewperson	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	1500 / hour	<b>\$112,500.00</b> Y
PNC2122386B1--01-09	Group 1: Furnish Combination Cleaner Truck	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	300 / hour	<b>\$90,000.00</b> Y
PNC2122386B1--01-10	Group 1: Provide Backhoe	<b>Supplier Product Code:</b>	<b>First Offer - \$600.00</b>	100 / day	<b>\$60,000.00</b> Y

PNC2122386B1--01-11	Group 1: Project Planning Cost (When no work order is issued)	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	12 / each	<b>\$600.00</b>	<b>Y</b>
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**Bid Allowance**

\$285,000.00

Lot Total **\$728,100.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
PNC2122386B1--02-01	Group 2: Demolish Slab on Grade, < 8 inches thick	<b>Supplier Product Code:</b>	<b>First Offer - \$10.00</b>	3000 / square foot	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--02-02	Group 2: Demolish Slab over Wet Well or Vault > 8 inches to 12 inches thick	<b>Supplier Product Code:</b>	<b>First Offer - \$20.00</b>	3200 / square foot	<b>\$64,000.00</b>	<b>Y</b>
PNC2122386B1--02-03	Group 2: Demolish and Remove Asphalt Paving	<b>Supplier Product Code:</b>	<b>First Offer - \$10.00</b>	6000 / square foot	<b>\$60,000.00</b>	<b>Y</b>
PNC2122386B1--02-04	Group 2: Demolish Valve Vault and Top Slab	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	35 / each	<b>\$140,000.00</b>	<b>Y</b>
PNC2122386B1--02-05	Group 2: Remove existing Iron Piping and Fittings in Wet Wells or Vaults	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	57 / ton	<b>\$5,700.00</b>	<b>Y</b>
PNC2122386B1--02-06	Group 2: Remove existing Iron Piping and Fittings below Grade	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	30 / ton	<b>\$3,000.00</b>	<b>Y</b>
PNC2122386B1--02-07	Group 2: Remove existing Valves (12 inches and under) below Grade	<b>Supplier Product Code:</b>	<b>First Offer - \$250.00</b>	30 / each	<b>\$7,500.00</b>	<b>Y</b>
PNC2122386B1--02-08	Group 2: Remove existing Valves (12 inches	<b>Supplier Product Code:</b>	<b>First Offer - \$500.00</b>	195 / each	<b>\$97,500.00</b>	<b>Y</b>

and under) in Wet  
Wells or Vaults

PNC2122386B1--02-09	Group 2: Remove existing Pump Base Elbows and Rails	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	78 / each	<b>\$195,000.00</b>	<b>Y</b>
PNC2122386B1--02-10	Group 2: Remove existing PVC Piping and Fittings in Wet Wells or Vaults	<b>Supplier Product Code:</b>	<b>First Offer - \$1.00</b>	3000 / pound	<b>\$3,000.00</b>	<b>Y</b>
PNC2122386B1--02-11	Group 2: Remove existing Chain Link Fence	<b>Supplier Product Code:</b>	<b>First Offer - \$6.00</b>	800 / linear foot	<b>\$4,800.00</b>	<b>Y</b>
PNC2122386B1--02-12	Group 2: Plug and Prepare Abandoned Pipe for Grout Filling	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	30 / each	<b>\$1,500.00</b>	<b>Y</b>
PNC2122386B1--02-13	Group 2: Grout Fill Abandoned Pipe	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	600 / cubic yard	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--02-14	Group 2: Demolish Wet Well (6 foot or 8 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	90 / vertical linear feet	<b>\$4,500.00</b>	<b>Y</b>
PNC2122386B1--02-15	Group 2: Fill in Abandoned Wet Well or Valve Vault	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	90 / cubic yard	<b>\$2,250.00</b>	<b>Y</b>
PNC2122386B1--02-16	Group 2: Remove Fillet from Bottom of Wet Well	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	300 / cubic foot	<b>\$30,000.00</b>	<b>Y</b>
<b>Bid Allowance</b>			\$285,000.00			
					Lot Total	<b>\$678,750.00</b>
<b>Item #</b>	<b>Line Item</b>	<b>Notes</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Attch. Docs</b>	
PNC2122386B1--03-01	Group 3: F&I Temporary By-pass Pumps and Piping (up to 50,000 gpd)	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	350 / day	<b>\$8,750.00</b>	<b>Y</b>

PNC2122386B1--03-02	Group 3: F&I Temporary By-pass Pumps and Piping (50,001 gpd to 250,000 gpd)	<b>Supplier Product Code:</b>	<b>First Offer - \$225.00</b>	270 / day	<b>\$60,750.00</b>	<b>Y</b>
PNC2122386B1--03-03	Group 3: F&I Temporary By-pass Pumps and Piping (250,001 to 1.0 mgd)	<b>Supplier Product Code:</b>	<b>First Offer - \$350.00</b>	360 / day	<b>\$126,000.00</b>	<b>Y</b>
PNC2122386B1--03-04	Group 3: F&I Temporary By-pass Pumps and Piping (over 1.0 mgd)	<b>Supplier Product Code:</b>	<b>First Offer - \$350.00</b>	100 / day	<b>\$35,000.00</b>	<b>Y</b>
PNC2122386B1--03-05	Group 3: Operate and Maintain Temporary By-pass System (up to 50,000 gpd)	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	350 / day	<b>\$8,750.00</b>	<b>Y</b>
PNC2122386B1--03-06	Group 3: Operate and Maintain Temporary By-pass System (50,001 gpd to 250,000 gpd)	<b>Supplier Product Code:</b>	<b>First Offer - \$225.00</b>	270 / day	<b>\$60,750.00</b>	<b>Y</b>
PNC2122386B1--03-07	Group 3: Operate and Maintain Temporary By-pass System (250,001 gpd to 1.0 mgd)	<b>Supplier Product Code:</b>	<b>First Offer - \$350.00</b>	360 / day	<b>\$126,000.00</b>	<b>Y</b>
PNC2122386B1--03-08	Group 3: Operate and Maintain Temporary By-pass System (over 1.0 mgd)	<b>Supplier Product Code:</b>	<b>First Offer - \$350.00</b>	100 / day	<b>\$35,000.00</b>	<b>Y</b>
PNC2122386B1--03-09	Group 3: Exploratory Excavation	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	30 / each	<b>\$45,000.00</b>	<b>Y</b>
PNC2122386B1--03-10	Group 3: Non- Exploratory Excavation	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	15 / each	<b>\$37,500.00</b>	<b>Y</b>
PNC2122386B1--03-11	Group 3: F&I Temporary Line	<b>Supplier Product Code:</b>	<b>First Offer - \$3,000.00</b>	12 / each	<b>\$36,000.00</b>	<b>Y</b>

	Stop (4 inches to 6 inches)	<b>Code:</b>				
PNC2122386B1--03-12	Group 3: F&I Temporary Line Stop (8 inches to 12 inches)	<b>Supplier Product Code:</b>	<b>First Offer - \$5,000.00</b>	8 / each	<b>\$40,000.00</b>	<b>Y</b>
PNC2122386B1--03-13	Group 3: F&I Temporary Line Stop (14 inches to 24 inches)	<b>Supplier Product Code:</b>	<b>First Offer - \$8,000.00</b>	5 / each	<b>\$40,000.00</b>	<b>Y</b>
PNC2122386B1--03-14	Group 3: 8 inch Lime Rock Base Course including Sub-base Preparation	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	210 / cubic yard	<b>\$42,000.00</b>	<b>Y</b>
PNC2122386B1--03-15	Group 3: 12 inch Lime Rock Base Course including Sub-base Preparation	<b>Supplier Product Code:</b>	<b>First Offer - \$210.00</b>	210 / cubic yard	<b>\$44,100.00</b>	<b>Y</b>
PNC2122386B1--03-16	Group 3: Saw Cut Asphalt Paving	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	1900 / linear foot	<b>\$9,500.00</b>	<b>Y</b>
PNC2122386B1--03-17	Group 3: 1 inch Asphalt Concrete Pavement	<b>Supplier Product Code:</b>	<b>First Offer - \$15.00</b>	1900 / square yard	<b>\$28,500.00</b>	<b>Y</b>
PNC2122386B1--03-18	Group 3: 2 inch Asphalt Concrete Pavement	<b>Supplier Product Code:</b>	<b>First Offer - \$30.00</b>	900 / square yard	<b>\$27,000.00</b>	<b>Y</b>
PNC2122386B1--03-19	Group 3: F&I 3/4 inch Washed Rock over Weed Barrier	<b>Supplier Product Code:</b>	<b>First Offer - \$40.00</b>	600 / square yard	<b>\$24,000.00</b>	<b>Y</b>
PNC2122386B1--03-20	Group 3: F&I Seed and Mulch	<b>Supplier Product Code:</b>	<b>First Offer - \$3.00</b>	150 / square yard	<b>\$450.00</b>	<b>Y</b>
PNC2122386B1--03-21	Group 3: F&I Bahia Sod	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	1800 / square yard	<b>\$9,000.00</b>	<b>Y</b>
PNC2122386B1--03-22	Group 3: F&I Floratam Sod	<b>Supplier Product Code:</b>	<b>First Offer - \$7.00</b>	1500 / square yard	<b>\$10,500.00</b>	<b>Y</b>

**Code:**

PNC2122386B1--03-23	Group 3: F&I Pipe Bollards	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	110 / each	<b>\$11,000.00</b>	<b>Y</b>
PNC2122386B1--03-24	Group 3: Relocate Existing Chain Link Fence	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	600 / linear foot	<b>\$3,000.00</b>	<b>Y</b>
PNC2122386B1--03-25	Group 3: F&I New 6-foot Chain Link Fence	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	1750 / linear foot	<b>\$87,500.00</b>	<b>Y</b>
PNC2122386B1--03-26	Group 3: F&I 12-foot Chain Link Swing Gate	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	30 / each	<b>\$75,000.00</b>	<b>Y</b>
PNC2122386B1--03-27	Group 3: F&I 10-foot Chain Link Roller Gate	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	3 / each	<b>\$4,500.00</b>	<b>Y</b>
PNC2122386B1--03-28	Group 3: F&I 12-foot Chain Link Roller Gate	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	3 / each	<b>\$4,500.00</b>	<b>Y</b>
PNC2122386B1--03-29	Group 3: Produce and Submit As Built-Drawings	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	35 / each	<b>\$140,000.00</b>	<b>Y</b>

**Bid Allowance** \$285,000.00

Lot Total **\$1,180,050.00**

<b>Item #</b>	<b>Line Item</b>	<b>Notes</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Attch. Docs</b>
PNC2122386B1--04-01	Group 4: Saw Cut Concrete up to 12 inches thick	<b>Supplier Product Code:</b>	<b>First Offer - \$30.00</b>	540 / linear foot	<b>\$16,200.00</b> <b>Y</b>
PNC2122386B1--04-02	Group 4: Saw Cut Concrete > 12 inches to 24 inches thick	<b>Supplier Product Code:</b>	<b>First Offer - \$35.00</b>	90 / linear foot	<b>\$3,150.00</b> <b>Y</b>
PNC2122386B1--04-03	Group 4: Core Hole in Concrete up to 12 inches thick	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	60 / each	<b>\$6,000.00</b> <b>Y</b>

	(less than 6 inch diameter)					
PNC2122386B1--04-04	Group 4: Core Hole in Concrete up to 12 inches thick (6 inch to 12 inch diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$700.00</b>	90 / each	<b>\$63,000.00</b>	<b>Y</b>
PNC2122386B1--04-05	Group 4: Core Hole in Concrete up to 12 inches thick (over 12 inch diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$750.00</b>	15 / each	<b>\$11,250.00</b>	<b>Y</b>
PNC2122386B1--04-06	Group 4: F&I Precast Wet Well Structure (6 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$600.00</b>	175 / vertical linear feet	<b>\$105,000.00</b>	<b>Y</b>
PNC2122386B1--04-07	Group 4: F&I Precast Wet Well Structure (8 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$850.00</b>	120 / vertical linear feet	<b>\$102,000.00</b>	<b>Y</b>
PNC2122386B1--04-08	Group 4: F&I Precast Wet Well Structure (10 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	70 / vertical linear feet	<b>\$70,000.00</b>	<b>Y</b>
PNC2122386B1--04-09	Group 4: F&I Precast Wet Well Structure (12 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$1,100.00</b>	80 / vertical linear feet	<b>\$88,000.00</b>	<b>Y</b>
PNC2122386B1--04-10	Group 4: F&I Wet Well Precast Top Slab with 3 foot x 4 foot Hatch (6 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$7,000.00</b>	24 / each	<b>\$168,000.00</b>	<b>Y</b>
PNC2122386B1--04-11	Group 4: F&I	<b>Supplier Product Code:</b>	<b>First Offer - \$8,000.00</b>	12 / each	<b>\$96,000.00</b>	<b>Y</b>

	Wet Well Precast Top Slab with 3.5 foot x 5 foot Hatch (8 foot diameter)	<b>Product Code:</b>				
PNC2122386B1--04-12	Group 4: F&I Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (10 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$8,100.00</b>	6 / each	<b>\$48,600.00</b>	<b>Y</b>
PNC2122386B1--04-13	Group 4: F&I Wet Well Precast Top Slab with 4 foot x 6 foot Hatch (12 foot diameter)	<b>Supplier Product Code:</b>	<b>First Offer - \$8,200.00</b>	3 / each	<b>\$24,600.00</b>	<b>Y</b>
PNC2122386B1--04-14	Group 4: F&I Retrofit Hatch (TPD - 300 psf) 47 inch x 47 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$600.00</b>	9 / each	<b>\$5,400.00</b>	<b>Y</b>
PNC2122386B1--04-15	Group 4: F&I Retrofit Hatch (TPD - 300 psf) 47 inch x 53 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$700.00</b>	9 / each	<b>\$6,300.00</b>	<b>Y</b>
PNC2122386B1--04-16	Group 4: F&I Retrofit Hatch (TPD - 300 psf) 47 inch x 71 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$800.00</b>	5 / each	<b>\$4,000.00</b>	<b>Y</b>
PNC2122386B1--04-17	Group 4: F&I Retrofit Hatch (TPD - 300 psf) 59 inch x 59 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$750.00</b>	5 / each	<b>\$3,750.00</b>	<b>Y</b>
PNC2122386B1--04-18	Group 4: F&I Wet Well Fillet	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	240 / cubic foot	<b>\$36,000.00</b>	<b>Y</b>
PNC2122386B1--04-19	Group 4: F&I	<b>Supplier</b>	<b>First Offer - \$2,000.00</b>	15 / each	<b>\$30,000.00</b>	<b>Y</b>



	4.5 foot x 7.0 foot Precast Meter Vault	<b>Product Code:</b>				
PNC2122386B1--04-20	Group 4: F&I 5.5 foot x 8.0 foot Precast Meter Vault	<b>Supplier Product Code:</b>	<b>First Offer - \$3,000.00</b>	5 / each	<b>\$15,000.00</b>	<b>Y</b>
PNC2122386B1--04-21	Group 4: F&I 6.5 foot x 9.0 foot Precast Meter Vault	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	5 / each	<b>\$20,000.00</b>	<b>Y</b>
PNC2122386B1--04-22	Group 4: F&I 5.0 foot x 5.0 foot Precast Meter Vault	<b>Supplier Product Code:</b>	<b>First Offer - \$15,000.00</b>	30 / each	<b>\$450,000.00</b>	<b>Y</b>
PNC2122386B1--04-23	Group 4: F&I 6.0 foot x 6.0 foot Precast Meter Vault	<b>Supplier Product Code:</b>	<b>First Offer - \$16,000.00</b>	24 / each	<b>\$384,000.00</b>	<b>Y</b>
PNC2122386B1--04-24	Group 4: Wet Well and Manhole Interior Surface Preparation	<b>Supplier Product Code:</b>	<b>First Offer - \$4.00</b>	21000 / square foot	<b>\$84,000.00</b>	<b>Y</b>
PNC2122386B1--04-25	Group 4: F&I Wet Well and Manhole Cementitious Coating - Brick Structures	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	2300 / square foot	<b>\$11,500.00</b>	<b>Y</b>
PNC2122386B1--04-26	Group 4: F&I Wet Well and Manhole Cementitious Coating - Precast Structures	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	5000 / square foot	<b>\$25,000.00</b>	<b>Y</b>
PNC2122386B1--04-27	Group 4: F&I Bitumastic Coating	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	6750 / square foot	<b>\$33,750.00</b>	<b>Y</b>
PNC2122386B1--04-28	Group 4: F&I Wet Well and	<b>Supplier Product</b>	<b>First Offer - \$4.00</b>	14000 / square foot	<b>\$56,000.00</b>	<b>Y</b>

Manhole Level **Code:**  
II Coating

PNC2122386B1--04-29	Group 4: F&I Wet Well and Manhole Level III Coating	<b>Supplier Product Code:</b>	<b>First Offer - \$17.00</b>	14000 / square foot	<b>\$238,000.00</b>	<b>Y</b>
PNC2122386B1--04-30	Group 4: F&I Injected Chemical Grout in Concrete Structures	<b>Supplier Product Code:</b>	<b>First Offer - \$10.00</b>	1500 / gallon	<b>\$15,000.00</b>	<b>Y</b>
PNC2122386B1--04-31	Group 4: F&I Meter Vault Ladder	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	4 / each	<b>\$4,000.00</b>	<b>Y</b>
PNC2122386B1--04-32	Group 4: F&I Precast Manhole, 4 foot diameter, 6 feet to 10 feet deep	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	5 / each	<b>\$20,000.00</b>	<b>Y</b>
PNC2122386B1--04-33	Group 4: F&I Precast Manhole, 4 foot diameter, 10 feet to 14 feet deep	<b>Supplier Product Code:</b>	<b>First Offer - \$5,000.00</b>	5 / each	<b>\$25,000.00</b>	<b>Y</b>
PNC2122386B1--04-34	Group 4: F&I Precast Manhole, 4 foot diameter, 14 feet to 18 feet deep	<b>Supplier Product Code:</b>	<b>First Offer - \$6,000.00</b>	5 / each	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--04-35	Group 4: F&I Precast Manhole, 4 foot diameter, over 18 feet deep	<b>Supplier Product Code:</b>	<b>First Offer - \$7,000.00</b>	5 / each	<b>\$35,000.00</b>	<b>Y</b>
PNC2122386B1--04-36	Group 4: F&I Reinforced Concrete Slab on Grade (up	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	300 / cubic yard	<b>\$60,000.00</b>	<b>Y</b>

to 12 inches  
thick)

PNC2122386B1--04-37	Group 4: F&I Reinforced Formed Concrete	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	500 / cubic yard	<b>\$100,000.00</b>	<b>Y</b>
PNC2122386B1--04-38	Group 4: F&I Miscellaneous Unreinforced Formed Concrete	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	500 / cubic yard	<b>\$100,000.00</b>	<b>Y</b>
PNC2122386B1--04-39	Group 4: F&I Tremie Concrete	<b>Supplier Product Code:</b>	<b>First Offer - \$175.00</b>	60 / cubic yard	<b>\$10,500.00</b>	<b>Y</b>
PNC2122386B1--04-40	Group 4: Form and Pour Concrete Sidewalk (6 inch thick unreinforced)	<b>Supplier Product Code:</b>	<b>First Offer - \$60.00</b>	900 / square yard	<b>\$54,000.00</b>	<b>Y</b>
PNC2122386B1--04-41	Group 4: F&I Flowable Fill	<b>Supplier Product Code:</b>	<b>First Offer - \$125.00</b>	80 / cubic yard	<b>\$10,000.00</b>	<b>Y</b>
PNC2122386B1--04-42	Group 4: Furnish Concrete Pump and Operator	<b>Supplier Product Code:</b>	<b>First Offer - \$400.00</b>	150 / hour	<b>\$60,000.00</b>	<b>Y</b>
<b>Bid Allowance</b>			\$285,000.00			
					Lot Total	<b>\$2,728,000.00</b>
<b>Item #</b>	<b>Line Item</b>	<b>Notes</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Attch. Docs</b>	
PNC2122386B1--05-01	Group 5: F&I 4 inch FLG Plug Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	75 / each	<b>\$187,500.00</b>	<b>Y</b>
PNC2122386B1--05-02	Group 5: F&I 6 inch FLG Plug Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$3,500.00</b>	30 / each	<b>\$105,000.00</b>	<b>Y</b>
PNC2122386B1--05-03	Group 5: F&I 8 inch	<b>Supplier</b>	<b>First Offer - \$3,600.00</b>	20 / each	<b>\$72,000.00</b>	<b>Y</b>

	FLG Plug Valve with Stainless Steel Accessories	<b>Product Code:</b>				
PNC2122386B1--05-04	Group 5: F&I 10 inch FLG Plug Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$3,700.00</b>	12 / each	<b>\$44,400.00</b>	<b>Y</b>
PNC2122386B1--05-05	Group 5: F&I 12 inch FLG Plug Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$3,800.00</b>	12 / each	<b>\$45,600.00</b>	<b>Y</b>
PNC2122386B1--05-06	Group 5: F&I 4 inch Check Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$3,500.00</b>	60 / each	<b>\$210,000.00</b>	<b>Y</b>
PNC2122386B1--05-07	Group 5: F&I 6 inch Check Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,500.00</b>	30 / each	<b>\$135,000.00</b>	<b>Y</b>
PNC2122386B1--05-08	Group 5: F&I 8 inch Check Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,600.00</b>	20 / each	<b>\$92,000.00</b>	<b>Y</b>
PNC2122386B1--05-09	Group 5: F&I 10 inch Check Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,700.00</b>	10 / each	<b>\$47,000.00</b>	<b>Y</b>
PNC2122386B1--05-10	Group 5: F&I 12 inch Check Valve with Stainless Steel Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,800.00</b>	10 / each	<b>\$48,000.00</b>	<b>Y</b>
PNC2122386B1--05-11	Group 5: F&I 4 inch Pump Out Connection	<b>Supplier Product Code:</b>	<b>First Offer - \$2,000.00</b>	20 / each	<b>\$40,000.00</b>	<b>Y</b>
PNC2122386B1--05-12	Group 5: F&I 6 inch Pump Out Connection	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	12 / each	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--05-13	Group 5: F&I 4 inch MJ Plug Valve with Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	24 / each	<b>\$96,000.00</b>	<b>Y</b>

PNC2122386B1--05-14	Group 5: F&I 6 inch MJ Plug Valve with Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,100.00</b>	24 / each	<b>\$98,400.00</b>	<b>Y</b>
PNC2122386B1--05-15	Group 5: F&I 8 inch MJ Plug Valve with Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,200.00</b>	10 / each	<b>\$42,000.00</b>	<b>Y</b>
PNC2122386B1--05-16	Group 5: F&I 10 inch MJ Plug Valve with Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,300.00</b>	6 / each	<b>\$25,800.00</b>	<b>Y</b>
PNC2122386B1--05-17	Group 5: F&I 12 inch MJ Plug Valve with Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$4,400.00</b>	10 / each	<b>\$44,000.00</b>	<b>Y</b>
PNC2122386B1--05-18	Group 5: F&I 4 inch Flanged DI Piping	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	1500 / linear foot	<b>\$225,000.00</b>	<b>Y</b>
PNC2122386B1--05-19	Group 5: F&I 6 inch Flanged DI Piping	<b>Supplier Product Code:</b>	<b>First Offer - \$155.00</b>	150 / linear foot	<b>\$23,250.00</b>	<b>Y</b>
PNC2122386B1--05-20	Group 5: F&I 8 inch Flanged DI Piping	<b>Supplier Product Code:</b>	<b>First Offer - \$160.00</b>	600 / linear foot	<b>\$96,000.00</b>	<b>Y</b>
PNC2122386B1--05-21	Group 5: F&I 10 inch Flanged DI Piping	<b>Supplier Product Code:</b>	<b>First Offer - \$165.00</b>	250 / linear foot	<b>\$41,250.00</b>	<b>Y</b>
PNC2122386B1--05-22	Group 5: F&I 12 inch Flanged DI Piping	<b>Supplier Product Code:</b>	<b>First Offer - \$170.00</b>	300 / linear foot	<b>\$51,000.00</b>	<b>Y</b>
PNC2122386B1--05-23	Group 5: F&I 4 inch MJ Flexible Joint	<b>Supplier Product Code:</b>	<b>First Offer - \$600.00</b>	9 / each	<b>\$5,400.00</b>	<b>Y</b>
PNC2122386B1--05-24	Group 5: F&I 6 inch MJ Flexible Joint	<b>Supplier Product Code:</b>	<b>First Offer - \$700.00</b>	9 / each	<b>\$6,300.00</b>	<b>Y</b>
PNC2122386B1--05-25	Group 5: F&I 8 inch MJ Flexible Joint	<b>Supplier Product Code:</b>	<b>First Offer - \$800.00</b>	9 / each	<b>\$7,200.00</b>	<b>Y</b>
PNC2122386B1--05-26	Group 5: F&I 10 inch MJ Flexible Joint	<b>Supplier Product Code:</b>	<b>First Offer - \$900.00</b>	9 / each	<b>\$8,100.00</b>	<b>Y</b>

**Code:**

PNC2122386B1--05-27	Group 5: F&I Pump Base Elbow and County Supplied Pumps (4 inch Discharge)	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	60 / each	<b>\$150,000.00</b>	<b>Y</b>
PNC2122386B1--05-28	Group 5: F&I Pump Base Elbow and County Supplied Pumps (6 inch Discharge)	<b>Supplier Product Code:</b>	<b>First Offer - \$2,700.00</b>	24 / each	<b>\$64,800.00</b>	<b>Y</b>
PNC2122386B1--05-29	Group 5: F&I Pump Base Elbow and County Supplied Pumps (8 inch Discharge)	<b>Supplier Product Code:</b>	<b>First Offer - \$2,750.00</b>	10 / each	<b>\$27,500.00</b>	<b>Y</b>
PNC2122386B1--05-30	Group 5: F&I Stainless Steel Pump Cable & Float Hanger Bracket	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	60 / each	<b>\$18,000.00</b>	<b>Y</b>
PNC2122386B1--05-31	Group 5: F&I Wet Well Vent	<b>Supplier Product Code:</b>	<b>First Offer - \$3,000.00</b>	30 / each	<b>\$90,000.00</b>	<b>Y</b>
PNC2122386B1--05-32	Group 5: F&I 1 inch Water Service	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	5 / each	<b>\$1,000.00</b>	<b>Y</b>
PNC2122386B1--05-33	Group 5: F&I 1 inch Back Flow Prevention Device	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	5 / each	<b>\$1,000.00</b>	<b>Y</b>
PNC2122386B1--05-34	Group 5: F&I 2 inch Water Service	<b>Supplier Product Code:</b>	<b>First Offer - \$3,000.00</b>	36 / each	<b>\$108,000.00</b>	<b>Y</b>
PNC2122386B1--05-35	Group 5: F&I 2 inch Back Flow Prevention Device	<b>Supplier Product Code:</b>	<b>First Offer - \$2,000.00</b>	36 / each	<b>\$72,000.00</b>	<b>Y</b>
PNC2122386B1--05-36	Group 5: F&I 4 inch DIP Mechanical Joint Force Main	<b>Supplier Product Code:</b>	<b>First Offer - \$35.00</b>	750 / linear foot	<b>\$26,250.00</b>	<b>Y</b>
PNC2122386B1--05-37	Group 5: F&I 6 inch DIP Mechanical Joint	<b>Supplier Product Code:</b>	<b>First Offer - \$40.00</b>	1300 / linear foot	<b>\$52,000.00</b>	<b>Y</b>

Force Main		Code:				
PNC2122386B1--05-38	Group 5: F&I 8 inch DIP Mechanical Joint Force Main	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	750 / linear foot	<b>\$37,500.00</b>	<b>Y</b>
PNC2122386B1--05-39	Group 5: F&I 10 inch DIP Mechanical Joint Force Main	<b>Supplier Product Code:</b>	<b>First Offer - \$60.00</b>	130 / linear foot	<b>\$7,800.00</b>	<b>Y</b>
PNC2122386B1--05-40	Group 5: F&I 12 inch DIP Mechanical Joint Force Main	<b>Supplier Product Code:</b>	<b>First Offer - \$70.00</b>	130 / linear foot	<b>\$9,100.00</b>	<b>Y</b>
PNC2122386B1--05-41	Group 5: F&I MJ DIP Force Main Fittings and Accessories	<b>Supplier Product Code:</b>	<b>First Offer - \$20.00</b>	8250 / pound	<b>\$165,000.00</b>	<b>Y</b>
PNC2122386B1--05-42	Group 5: F&I 8 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	300 / linear foot	<b>\$15,000.00</b>	<b>Y</b>
PNC2122386B1--05-43	Group 5: F&I 8 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$55.00</b>	300 / linear foot	<b>\$16,500.00</b>	<b>Y</b>
PNC2122386B1--05-44	Group 5: F&I 8 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$60.00</b>	450 / linear foot	<b>\$27,000.00</b>	<b>Y</b>
PNC2122386B1--05-45	Group 5: F&I 10 inch PVC Sanitary Sewer (SDR 26) (6 feet - 10 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$55.00</b>	300 / linear foot	<b>\$16,500.00</b>	<b>Y</b>
PNC2122386B1--05-46	Group 5: F&I 10 inch PVC Sanitary Sewer (SDR 26) (10 feet - 14 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$60.00</b>	300 / linear foot	<b>\$18,000.00</b>	<b>Y</b>
PNC2122386B1--05-47	Group 5: F&I 10 inch PVC Sanitary Sewer (C-900) (14 feet - 18 feet deep)	<b>Supplier Product Code:</b>	<b>First Offer - \$65.00</b>	300 / linear foot	<b>\$19,500.00</b>	<b>Y</b>
PNC2122386B1--05-48	Group 5: F&I 10 inch PVC Sanitary Sewer	<b>Supplier Product Code:</b>	<b>First Offer - \$70.00</b>	175 / linear foot	<b>\$12,250.00</b>	<b>Y</b>

(C-900) (over 18 feet  
deep)

PNC2122386B1--05-49	Group 5: F&I Connection to Existing Force Main - 4 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$3,500.00</b>	20 / each	<b>\$70,000.00</b>	<b>Y</b>
PNC2122386B1--05-50	Group 5: F&I Connection to Existing Force Main - 6 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$3,600.00</b>	15 / each	<b>\$54,000.00</b>	<b>Y</b>
PNC2122386B1--05-51	Group 5: F&I Connection to Existing Force Main - 8 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$3,700.00</b>	12 / each	<b>\$44,400.00</b>	<b>Y</b>
PNC2122386B1--05-52	Group 5: F&I Connection to Existing Force Main - 10 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$3,750.00</b>	4 / each	<b>\$15,000.00</b>	<b>Y</b>
PNC2122386B1--05-53	Group 5: F&I Connection to Existing Force Main - 12 inch	<b>Supplier Product Code:</b>	<b>First Offer - \$3,800.00</b>	6 / each	<b>\$22,800.00</b>	<b>Y</b>
PNC2122386B1--05-54	Group 5: F&I Flanged DIP Fittings	<b>Supplier Product Code:</b>	<b>First Offer - \$15.00</b>	10000 / pound	<b>\$150,000.00</b>	<b>Y</b>
PNC2122386B1--05-55	Group 5: F&I Pressure Gauge Assembly	<b>Supplier Product Code:</b>	<b>First Offer - \$2,500.00</b>	30 / each	<b>\$75,000.00</b>	<b>Y</b>
PNC2122386B1--05-56	Group 5: F&I 1 Tap for Additional Pressure Transducer	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	30 / each	<b>\$6,000.00</b>	<b>Y</b>
PNC2122386B1--05-57	Group 5: F&I 3 Drain Pipe from Valve Vault to Wet Well	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	30 / each	<b>\$45,000.00</b>	<b>Y</b>
PNC2122386B1--05-58	Group 5: Install County Supplied Passive Odor Control Unit Including Connection to Panel	<b>Supplier Product Code:</b>	<b>First Offer - \$500.00</b>	24 / each	<b>\$12,000.00</b>	<b>Y</b>
PNC2122386B1--05-59	Group 5: Install	<b>Supplier</b>	<b>First Offer - \$1,520.00</b>	15 / each	<b>\$22,800.00</b>	<b>Y</b>



County Supplied  
Active Odor Control  
Unit Including  
Connection to Panel

**Product  
Code:**

**Bid Allowance**

\$285,000.00

Lot Total **\$3,297,900.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2122386B1--06-01	Group 6: Remove Existing Control Panel (duplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$3,500.00</b>	15 / each	<b>\$52,500.00</b> Y
PNC2122386B1--06-02	Group 6: Remove Existing Control Panel (triplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$3,600.00</b>	4 / each	<b>\$14,400.00</b> Y
PNC2122386B1--06-03	Group 6: Remove Existing Electric Meter	<b>Supplier Product Code:</b>	<b>First Offer - \$3,500.00</b>	20 / each	<b>\$70,000.00</b> Y
PNC2122386B1--06-04	Group 6: Relocate Existing Control Panel (up to 30 feet)	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	8 / each	<b>\$12,000.00</b> Y
PNC2122386B1--06-05	Group 6: Relocate Existing Electric Meter (up to 30 feet)	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	6 / each	<b>\$9,000.00</b> Y
PNC2122386B1--06-06	Group 6: Install County Supplied Control Panel - up to 10 HP	<b>Supplier Product Code:</b>	<b>First Offer - \$14,000.00</b>	24 / each	<b>\$336,000.00</b> Y
PNC2122386B1--06-07	Group 6: Install County Supplied Control Panel - over 10 HP to 20 HP	<b>Supplier Product Code:</b>	<b>First Offer - \$15,000.00</b>	10 / each	<b>\$150,000.00</b> Y
PNC2122386B1--06-08	Group 6: Install County Supplied Control Panel - over 20 HP to 40 HP (duplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$15,100.00</b>	9 / each	<b>\$135,900.00</b> Y
PNC2122386B1--06-09	Group 6: Install County Supplied Control Panel - over 20 HP to 40 HP (triplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$15,200.00</b>	4 / each	<b>\$60,800.00</b> Y

PNC2122386B1--06-10	Group 6: Install County Supplied Control Panel - 50 HP to 100 HP (duplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$15,300.00</b>	5 / each	<b>\$76,500.00</b>	<b>Y</b>
PNC2122386B1--06-11	Group 6: Install County Supplied Control Panel - 50 HP to 100 HP (triplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$16,000.00</b>	3 / each	<b>\$48,000.00</b>	<b>Y</b>
PNC2122386B1--06-12	Group 6: F&I 3/4 inch Bubbler System Piping, Fittings and Appurtenances	<b>Supplier Product Code:</b>	<b>First Offer - \$4,000.00</b>	36 / each	<b>\$144,000.00</b>	<b>Y</b>
PNC2122386B1--06-13	Group 6: Remove and Properly Store Existing Pumps during Construction	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	60 / each	<b>\$60,000.00</b>	<b>Y</b>
PNC2122386B1--06-14	Group 6: Install/Reinstall Pumps including Reconnection to Panel	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	75 / each	<b>\$75,000.00</b>	<b>Y</b>
PNC2122386B1--06-15	Group 6: Disconnect and Remove Existing Floats from Wet Well	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	120 / each	<b>\$12,000.00</b>	<b>Y</b>
PNC2122386B1--06-16	Group 6: Reinstall and Reconnect County Supplied Floats in Wet Well	<b>Supplier Product Code:</b>	<b>First Offer - \$250.00</b>	120 / each	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--06-17	Group 6: F&I Power Present Indicator Light (blue)	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	30 / each	<b>\$6,000.00</b>	<b>Y</b>
PNC2122386B1--06-18	Group 6: Install County Supplied Connection/Isolation Panel (duplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$3,000.00</b>	25 / each	<b>\$75,000.00</b>	<b>Y</b>
PNC2122386B1--06-19	Group 6: Install Connection/Isolation Panel (triplex)	<b>Supplier Product Code:</b>	<b>First Offer - \$3,100.00</b>	6 / each	<b>\$18,600.00</b>	<b>Y</b>

PNC2122386B1--06-20	Group 6: F&I 200 AMP Electrical Service to Lift Station	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	1200 / linear foot	<b>\$60,000.00</b>	<b>Y</b>
PNC2122386B1--06-21	Group 6: F&I 400 AMP Electrical Service to Lift Station	<b>Supplier Product Code:</b>	<b>First Offer - \$60.00</b>	1200 / linear foot	<b>\$72,000.00</b>	<b>Y</b>
PNC2122386B1--06-22	Group 6: F&I 200A Emergency Connection/Transfer Panel	<b>Supplier Product Code:</b>	<b>First Offer - \$2,000.00</b>	18 / each	<b>\$36,000.00</b>	<b>Y</b>
PNC2122386B1--06-23	Group 6: F&I 400A Emergency Connection/Transfer Panel	<b>Supplier Product Code:</b>	<b>First Offer - \$2,000.00</b>	18 / each	<b>\$36,000.00</b>	<b>Y</b>
PNC2122386B1--06-24	Group 6: F&I Temporary Electrical Service	<b>Supplier Product Code:</b>	<b>First Offer - \$1,500.00</b>	20 / each	<b>\$30,000.00</b>	<b>Y</b>
PNC2122386B1--06-25	Group 6: F&I Temporary Control Panel	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	20 / each	<b>\$20,000.00</b>	<b>Y</b>
PNC2122386B1--06-26	Group 6: F&I 3 inch Aluminum Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$10.00</b>	750 / linear foot	<b>\$7,500.00</b>	<b>Y</b>
PNC2122386B1--06-27	Group 6: F&I 2 inch Aluminum Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$7.00</b>	750 / linear foot	<b>\$5,250.00</b>	<b>Y</b>
PNC2122386B1--06-28	Group 6: F&I 1-1/2 inch Aluminum Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$5.00</b>	750 / linear foot	<b>\$3,750.00</b>	<b>Y</b>
PNC2122386B1--06-29	Group 6: F&I 1 inch Aluminum Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$4.00</b>	750 / linear foot	<b>\$3,000.00</b>	<b>Y</b>
PNC2122386B1--06-30	Group 6: F&I 3/4 inch Aluminum Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$3.00</b>	450 / linear foot	<b>\$1,350.00</b>	<b>Y</b>
PNC2122386B1--06-31	Group 6: F&I 2 inch	<b>Supplier</b>	<b>First Offer - \$4.00</b>	450 / linear foot	<b>\$1,800.00</b>	<b>Y</b>

PVC Conduit		<b>Product Code:</b>				
PNC2122386B1--06-32	Group 6: F&I 1 inch PVC Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$2.00</b>	450 / linear foot	<b>\$900.00</b>	<b>Y</b>
PNC2122386B1--06-33	Group 6: F&I 3/4 inch PVC Conduit	<b>Supplier Product Code:</b>	<b>First Offer - \$1.00</b>	300 / linear foot	<b>\$300.00</b>	<b>Y</b>
PNC2122386B1--06-34	Group 6: Remove existing Antenna and Support	<b>Supplier Product Code:</b>	<b>First Offer - \$1,000.00</b>	36 / each	<b>\$36,000.00</b>	<b>Y</b>
PNC2122386B1--06-35	Group 6: F&I 2 inch Aluminum Pole for SCADA Antenna (max 20 feet)	<b>Supplier Product Code:</b>	<b>First Offer - \$2,000.00</b>	36 / each	<b>\$72,000.00</b>	<b>Y</b>
<b>Bid Allowance</b>			\$285,000.00			
					<b>Lot Total</b>	<b>\$1,771,550.00</b>
					<b>Supplier Total</b>	<b>\$10,384,350.00</b>

**Trio Development Corporation**

Item: **Group 1: Mobilization for Routine Work Order under \$5,000.00**

**Attachments**

Licenses and Business Tax Receipts.pdf

Certificate of Insurance.pdf

BID BOND.pdf

CBE Letter of Intent - Amos Supply, Inc..pdf

CBE Letter of Intent - Pipecon Corporation..pdf

Litigation History Form - Lighthouse Point Settlement Agreement.pdf

Litigation History Form - Broward County Settlement Agreement.pdf



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**SHORTZ, LAWRENCE R**

TRIO DEVELOPMENT CORP  
1701 NW 22ND CT  
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC011008**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

GENERAL ENGINEERED CONSTRUCTION BUILDER

75-482  
SHORTZ, LAWRENCE R. - QUALIFYING  
TRIO DEVELOPMENT CORPORATION  
1701 NW 22 CT  
POMPANO BCH FL 330691323  
EXPIRES 08/31/2021



**CERTIFICATE OF COMPETENCY**  
Detach and SIGN the reverse side of this  
card IMMEDIATELY upon receipt! You  
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card  
every two years.

SHORTZ, LAWRENCE R.  
2951 NE 22 CT  
POMPANO BEACH FL 33062

**BROWARD COUNTY, FLORIDA**  
**CERTIFICATE OF COMPETENCY**  
GENERAL ENGINEERED CONSTRUCTION  
BUILDER  
CC# 75-482  
SHORTZ, LAWRENCE R. - QUALIFYING  
TRIO DEVELOPMENT CORPORATION  
1701 NW 22 CT  
POMPANO BCH FL 330691323

EXPIRES 08/31/2021











**COMMERCIAL AUTO  
ECA 24 503 03 10**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

**Name of Person or Organization:**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN  
CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST  
BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.



**COMMERCIAL AUTO  
ECA 24 509 04 14**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

**COMMERCIAL GENERAL LIABILITY  
CG 20 33 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: SES1791291 00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on "residential property".	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: SES1791291 00

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: SES1791291 00

**COMMERCIAL GENERAL LIABILITY  
NX GL 009 08 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

POLICY NUMBER: SES1791291 00

**COMMERCIAL GENERAL LIABILITY**  
**NX GL 093 08 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Schedule**

Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A.** Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:
- 2.** The Overall Policy Aggregate Limit is the most we will pay for the sum of
    - a.** Medical expenses under Coverage **C**;
    - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
    - c.** Damages under Coverage **B**.
  - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B.** The following is added to **SECTION III – LIMITS OF INSURANCE**:
- 8.** Subject to Paragraph **2.** and **3.** above, the General Aggregate Limit is the most we will pay under for the sum Coverage **A**, Coverage **B**, or Coverage **C** to each of your projects away from premises owned by or rented to you.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 6, 2020

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: July 11, 2020

Policy Number: 196-46626

Countersigned by:



Insured: Trio Development Corporation

**WC 00 03 13** (Ed. 4-84)

"Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission. Copyright 1984 NCCI"



BY THIS BOND, We Trio Development Corporation, as Principal ("PRINCIPAL") and Westfield Insurance Company, an entity duly organized under the laws of the State of Ohio, as Surety ("SURETY"), are held and firmly bound unto Broward County ("COUNTY") in the sum of five percent (5%) of the Bid amount, for the payment of which PRINCIPAL and SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as set forth herein.

WHEREAS, PRINCIPAL has submitted a bid for Bid No. PNC2122386B1,  
Sewer Lift Station Rehabilitation & Repair.

THE CONDITIONS OF THIS BOND are such that if COUNTY accepts the bid of PRINCIPAL and PRINCIPAL either:

- (1) enters into a contract with COUNTY in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (2) pays to COUNTY the difference, not to exceed the amount of the Bond, between the amount specified in said bid and such larger amount for which COUNTY may in good faith contract with another party to perform the Work covered by said bid,

THEN THIS OBLIGATION SHALL BE NULL AND VOID. However, if County accepts the bid of PRINCIPAL and PRINCIPAL fails to timely satisfy at least one of the conditions set forth above, then PRINCIPAL and SURETY, jointly and severally, shall be liable to COUNTY for the full sum of this Bond which shall be forfeited to COUNTY as liquidated damages, not a penalty, as a result of PRINCIPAL's failure to comply with the bid instructions and conditions, regardless of whether COUNTY ultimately decides to change the Project requirements or resolicit bids.

The remedies provided herein are not to be construed as COUNTY's exclusive remedies for PRINCIPAL's failure to enter into a contract with COUNTY, but shall be deemed supplemental to all remedies available to COUNTY at law or otherwise.

No right of action shall accrue on this Bond to or for the use of any person or entity other than COUNTY named herein.

Signed and sealed this 1st day of April, 2021.

[Signatures appear on following page]

Bid No. PNC2122386B1 Sewer Lift Station Rehabilitation & Repair


ATTEST:

  
\_\_\_\_\_  
Secretary

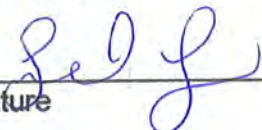
Scott Christie  
\_\_\_\_\_  
(Print/Type Name)

(Corporate Seal)

IN THE PRESENCE OF:

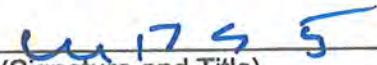
  
\_\_\_\_\_  
Signature

Arthur K. Broder  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
Signature

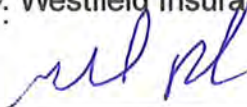
James Webber  
\_\_\_\_\_  
(Print Name)

Trio Development Corporation  
\_\_\_\_\_  
(Name of Corporation)

By   
\_\_\_\_\_  
(Signature and Title)

Lawrence Shortz, President  
\_\_\_\_\_  
(Print Name and Title Signed Above)

SURETY: Westfield Insurance Company

By   
\_\_\_\_\_  
Agent and Attorney-in-Fact

Michael P. Broder  
\_\_\_\_\_  
(Print/Type Name)

Address: 6191 Orange Drive, #6159E  
\_\_\_\_\_  
(Street)

Davie, FL 33312  
\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: 954-584-3002

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of April A.D., 2021



*Frank A. Carrino* Secretary

Frank A. Carrino, Secretary



Broward County  
Finance and Administrative Services Department  
**PURCHASING DIVISION**

# 9791

**RECEIPT**

TIME/DATE

- Payment  
 Submittal

Submitted by: COUNCIL (SOBC TRANSPORTATION)

Submittal #: PNC2122386B1

Project Name: SOBC LTF

Amount Received \$ NA  Cash  Check # NA

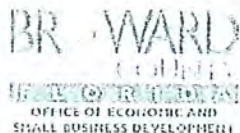
Received By: D. Kinney

(Form 1170) PNC210477s

WHITE-Purchasing, YELLOW-Submittal, PINK-Purchasing File

Broward County Board of  
County Commissioners

PNC2122386B1



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2122386B1

Project Title: SEWER LIFT STATION REHABILITATION AND REPAIR

Bidder/Offeror Name: TRIO DEVELOPMENT CORPORATION

Address: 1701 NW 22ND CT. City: POMPANO BEACH State: FL Zip: 33069

Authorized Representative: LAWRENCE R. SHORTZ Phone: 954-971-2288

CBE Firm/Supplier Name: AMOS SUPPLY, INC.

Address: 1850 NW 15TH AVE. SUITE 235 City: POMPANO BEACH State: FL Zip: 33069

Authorized Representative: CARLOS HURST Phone: 954-788-6771

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
FURNISH PIPES, VALVE, FITTINGS, STRUCTURES,	VC0000102979	\$1,600,402.50	15.00 %
BY-PASS PUMPING, LIFT STATION EQUIPMENT			%
AND APPURTENANCES			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: Carl Hurst Title: PRESIDENT Date: 4-05-2021

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: PRESIDENT Date: 4-05-2021

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004





## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2122386B1

Project Title: SEWER LIFT STATION REHABILITATION AND REPAIR

Bidder/Offeror Name: TRIO DEVELOPMENT CORPORATION

Address: 1701 NW 22ND CT. City: POMPANO BEACH State: FL Zip: 33069

Authorized Representative: LAWRENCE R. SHORTZ Phone: 954-971-2288

CBE Firm/Supplier Name: PIPECON CORPORATION

Address: 1888 NW 21ST STREET City: POMPANO BEACH State: FL Zip: 33069

Authorized Representative: RICHARD LANE BERG Phone: 954-971-1195

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
PIPE MATERIALS, PRECAST, HATCHES,	237110	\$ 1,600,402.50	15.00 %
BY-PASSING, RESTORATION, COATINGS, PROJECT			%
MANAGEMENT, LIFT STATION APPURTENANCES			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: Richard Lane Berg Title: PRESIDENT Date: 04/06/2021

**Bidder/Offeror Authorized Representative**

Signature: Lawrence R. Shortz Title: PRESIDENT Date: 04/06/2021

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Bid PNC2122386B1

**ATTACHMENT**  
**LITIGATION HISTORY FORM**

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>City of Lighthouse Point v. Trio Development Corporation and Florida Foundation Systems, Inc.</i>
Case Number	CACE18023341
Date Filed	10/03/2018
Name of Court or other tribunal	17 <sup>th</sup> Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	Lighthouse Point's bridge sustained damage from Trio's Subcontractor, Florida Foundation Systems, Inc., work that damaged a water main.
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Michael K. Wilson  Email: <a href="mailto:mike.wilson@nelsonmullins.com">mike.wilson@nelsonmullins.com</a> Phone Number: 407-839-4200

Vendor Name: ***Trio Development Corporation***

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (this “Agreement”) is entered into this \_\_\_\_\_ day of March, 2021, by and between Plaintiff, CITY OF LIGHTHOUSE POINT and Defendants, TRIO DEVELOPMENT CORPORATION and FLORIDA FOUNDATION SYSTEMS, INC. Hereafter may each be referred to as a “Party” and may be collectively referred to as the “Parties.”

**DEFINITIONS**

As used in this Agreement, the following definitions will apply:

“Lawsuit” shall mean all claims, cross-claims and defenses asserted in the action styled *City of Lighthouse Point v. Trio Development Corporation and Florida Foundation Systems, Inc.*, currently pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE 18-023341.

“City of Lighthouse Point” shall mean and refer to the City of Lighthouse Point including but not limited to, municipalities, political subdivisions, government entities, affiliates, employees, partners, contractors, sub-contractors, attorneys, agents, subsidiaries, predecessors, insurers, assigns, officers, members, directors, principals, divisions, associations, general partners, limited partners, beneficiaries, elected and appointed officials, representatives, managers, city managers, volunteers, successors, and any partners in any way related or connected to the City of Lighthouse Point as it pertains to the subject matter of the Lawsuit.

“Trio Development” shall mean and refer to Trio Development Corporation, and the term “Trio Development Entities” shall mean and refer to Trio Development and each of its past, present and future, affiliates, owners, directors, officers, shareholders, managers, members, principals, employees, agents, representatives, predecessors, successors, subcontractors, sub-

subcontractors, suppliers, laborers, materialmen, assigns, and insurers, specifically including, but not limited to, FCCI Insurance Company and National Trust Insurance Company, their past, present and future, officers, directors, shareholders, principals, owners, agents, representatives, affiliates, partners, successors, managers, members and assigns.

“Florida Foundation Systems” shall mean and refer to Florida Foundation Systems, Inc., and the term “Florida Foundation Entities” shall mean and refer to Florida Foundation Systems, Inc., and each of its past, present and future, affiliates, owners, directors, officers, shareholders, managers, members, principals, employees, agents, representatives, predecessors, successors, subcontractors, sub-subcontractors, suppliers, laborers, materialmen, assigns, and insurers, specifically including, but not limited to, Gemini Insurance Company and Commerce & Industry Insurance Company, their past, present and future, officers, directors, shareholders, principals, owners, agents, representatives, affiliates, partners, successors, managers, members and assigns.

### RECITALS

WHEREAS, on or about May 12, 2017, City of Lighthouse Point and Trio Development entered into the contract for the replacement of the pedestrian walkway/sidewalk on the southeast and southwest sides of the Sample Road bridge in the City of Lighthouse Point, Florida (the “Project”).

WHEREAS, Trio Development entered into a subcontract agreement for the installation of helical piles for the Project with Florida Foundation Systems.

WHEREAS, the Parties wish to resolve their disputes and claims in connection with the Lawsuit, and have agreed to do so to avoid the uncertainties and vicissitudes of further litigation,

NOW, therefore, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which is hereby

acknowledged by the Parties, who, intending to be legally bound, agree as follows:

### AGREEMENT

1. Incorporation of Definitions and Recitals. The foregoing Definitions and Recitals are expressly incorporated herein and are considered a part of this Agreement and are true and correct.
2. Payment. Within thirty (30) days after full execution of this Agreement, Trio Development Entities shall pay or cause to be paid to the City of Lighthouse Point the total sum of \$265,000.00; and Florida Foundation Systems Entities shall pay or cause to be paid to the City of Lighthouse Point the total sum of \$165,000.00.
3. Dismissal of Lawsuit. Within five (5) days after clearance of settlement payment the City of Lighthouse Point shall file a Notice of Dismissal of the Lawsuit with prejudice. Within five (5) days after the City of Lighthouse Point files their dismissal, Trio Development shall file a Notice of Dismissal with prejudice for the Crossclaim against Florida Foundation Systems. Each Party is to be responsible for their own costs and attorney's fees.
4. Mutual Releases. Except for the rights and obligations arising hereunder, the Parties hereby release, waive, and discharge the other Parties and Entities from any and all claims including latent and patent claims, additional insured claims, indemnification claims, including but not limited to indemnification claims from consultants, agents, engineers and engineers of record,, subrogation claims, demands, causes of action, actions, litigation costs, including attorney's fees, and losses of every kind and nature, whether known or unknown, arising from or relating to the Incident. The Parties further expressly covenant, promise and agree, for themselves and their respective successors, agents, and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims,

supplemental claims, causes of action, or damages arising from or relating to the Lawsuit.

As a condition preceding to resolving the Lawsuit, it is agreed and understood by the Parties that Broward County has waived and released any potential claims against the City of Lighthouse Point it now has or may have in the future arising from or related to the May 25, 2017 incident described in the Lawsuit.

5. No Admission. Nothing in this Agreement shall constitute an admission of fault or liability by any Party hereto.

6. Jurisdiction and Venue. In any dispute arising out of or related in any way to this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees, costs and expenses, including appellate costs, from the non-prevailing party. Any such action must be brought in a court of competent jurisdiction in Broward County, Florida, and the sole and exclusive venue shall be in such court.

7. Counterparts. The Parties agree that this Agreement may be executed in counterparts and via email (which shall be treated as an original for all purposes); however, the parties agree that each of such counterparts shall be deemed an original and that such counterparts shall constitute but one and the same instrument. The effective date of this Agreement shall be the date that the last signature is affixed to this Agreement.

8. Governing Law. This Agreement shall be enforced and construed under the laws of the State of Florida.

9. Non-Waiver. The Parties agree that any decision not to enforce any provision of this Agreement shall not be a binding waiver unless such waiver is in writing and signed by the party waiving the breach.

10. Entire Agreement. The Parties acknowledge that this Agreement contains the full

and complete agreement among the Parties hereto, and that there are no oral or implied agreements or understandings not specifically set forth herein. Each Party acknowledges that no other party or attorney of any other party, or any person, firm, corporation, or any other entity has made any promise, representation or warranty, whatsoever, express, implied or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. Each Party also hereby acknowledges that they have executed this Agreement of their own free will and after having obtained the advice of counsel of their choosing.

11. Paragraph Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and the Parties agree that such headings do not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.

12. Modification. The terms of this Agreement shall not be altered, amended, modified or otherwise changed in any respect except by a writing duly executed by all such parties hereto.

13. Construction. Should any provision of this Agreement require interpretation, the parties agree that the judicial body interpreting or construing such provision shall not apply any assumption that the terms of this Agreement shall be more strictly construed against any one Party. The Parties acknowledge and agree that they and their respective agents and counsel have participated in the preparation of this Agreement. The Parties further acknowledge that it is the intent of this Agreement to fully extricate Trio Development and Florida Foundation Systems from the Lawsuit.

14. Requisite Actual Authority. The persons signing this Agreement warrant and represent that they have binding legal authority to do so.

15. Assignment of Claims. The City of Lighthouse Point hereby expressly warrants, represents and covenants to the parties released herein that City of Lighthouse Point is presently the legal owner and holder of the claims or causes of action released hereby, and that they have not heretofore expressly or impliedly assigned, transferred, pledged or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby. It is further understood and agreed upon that the City of Lighthouse Point has not received insurance payment for any damages arising out of Trio Development's Scope of Work, and that the City of Lighthouse Point will not be filing a claim for insurance benefits arising out of Trio Development's Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit.

16. Waiver of Subrogation. Florida Foundation System Entities hereby expressly warrant, represent and covenant to the parties released herein that Florida Foundation System Entities, prior to entering into this Settlement Agreement and Mutual Release, have secured and obtained executed agreements waiving any and all subrogation rights, potential subrogation rights, or perfected subrogation rights as to any and all claims arising out of, related to or in connection with Trio Development's Scope of Work, and that no subrogation rights exist as to Trio Development's Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit, and that Trio Development Entities shall rely on these waivers as material terms of the Settlement Agreement and Mutual Release.

17. Waiver of Subrogation. Trio Development Entities hereby expressly warrant, represent and covenant to the parties released herein that Trio Development Entities, prior to entering into this Settlement Agreement and Mutual Release, have secured and obtained executed agreements waiving any and all subrogation rights, potential subrogation rights, or perfected subrogation rights as to any and all claims arising out of, related to or in connection with Florida



Foundation Systems' Scope of Work, and that no subrogation rights exist as to Florida Foundation Systems' Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit, and that Florida Foundation Systems Entities shall rely on these waivers as material terms of the Settlement Agreement and Mutual Release.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed and delivered as of the day and year first above-written.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Executed in \_\_\_\_\_, \_\_\_\_\_ County, Florida this \_\_\_\_ day  
of \_\_\_\_\_, 2021 \_\_\_\_\_.

\_\_\_\_\_  
City of Lighthouse Point

\_\_\_\_\_  
Print Name and Position/Title

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared, \_\_\_\_\_,  
who, after being duly cautioned and sworn, deposes and says he has read the above General  
Release and that he has set his hand and seal thereto for the purposes therein expressed.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ by \_\_\_\_\_;

- \_\_\_\_ Who is/are personally known to me or
- \_\_\_\_ Who produced the following identification \_\_\_\_\_ and
- \_\_\_\_ Who did take an oath or
- \_\_\_\_ Who did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name of Notary (Notary Seal)

My Commission Expires:

Executed in Pompano Beach, Broward County, Florida this 11 day  
of MARCH, 2021.

[Signature]  
Trio Development Corporation

Lawrence R Shortz  
Print Name and Position/Title

COUNTY OF BROWARD  
STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared, LAWRENCE R SHORTZ  
who, after being duly cautioned and sworn, deposes and says he has read the above General  
Release and that he has set his hand and seal thereto for the purposes therein expressed.

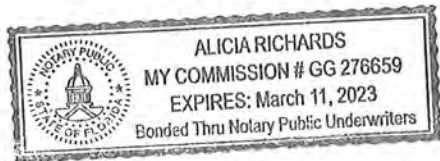
The foregoing instrument was acknowledged before me this 11 day of MARCH,  
2021 by LAWRENCE R. SHORTZ

- Who is/are personally known to me or  
Who produced the following identification \_\_\_\_\_ and
- Who did take an oath or
- Who did not take an oath.

Alicia Richards  
Signature of Notary

Alicia Richards  
Print Name of Notary (Notary Seal)

My Commission Expires:



Executed in \_\_\_\_\_, \_\_\_\_\_ County, Florida this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Florida Foundation Systems, Inc.

\_\_\_\_\_  
Print Name and Position/Title

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared, \_\_\_\_\_,  
who, after being duly cautioned and sworn, deposes and says he has read the above General  
Release and that he has set his hand and seal thereto for the purposes therein expressed.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_;

- \_\_\_\_ Who is/are personally known to me or
- \_\_\_\_ Who produced the following identification \_\_\_\_\_ and
- \_\_\_\_ Who did take an oath or
- \_\_\_\_ Who did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name of Notary (Notary Seal)

My Commission Expires:

Bid PNC2122386B1

**LITIGATION HISTORY FORM**

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Name	<i>Broward County v. Florida Foundation Systems, Inc. and Trio Development Corporation.</i>
Case Number	CACE20004236
Date Filed	03/09/2020
Name of Court or other tribunal	17 <sup>th</sup> Judicial Circuit, Broward County, Florida
Type of Case	Civil <input checked="" type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	Contract and Indebtedness
Brief description of the Subject Matter and Project Involved	A Broward County water main was damaged during work performed by Trio's subcontractor, Florida Foundation Systems, Inc.
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment).	Pending <input checked="" type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Benjamin D. Crego  Email: <a href="mailto:bcrego@broward.org">bcrego@broward.org</a> Phone Number: 954-357-7600

Vendor Name: *Trio Development Corporation*

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) by and among Broward County, a political subdivision of the State of Florida (“County”), Trio Development Corporation, a Florida corporation (“Trio”), and Florida Foundation Systems, Inc., a Florida corporation (“FFS”) (each a “Party” and collectively, the “Parties”), is entered into and effective as of the date it is fully executed by the Parties.

### Recitals

A. Trio and the City of Lighthouse Point entered into a formal construction contract on or about May 12, 2017 (the “Contract”) to complete repairs to the Sample Road Bridge over the Cap Knight Bayou (the “Project”). Trio subcontracted certain work on the Project to FFS. On May 25, 2017, during performance on the Project, a support pile was drilled through a County-owned watermain, causing extensive damage.

B. On March 9, 2020, the County filed a Complaint against Trio and FFS in the Seventeenth Judicial Circuit in and for Broward County, Florida, which is identified by Case Number CACE 20-004236. On October 28, 2020, the County amended its Complaint. The Amended Complaint alleges counts for negligence and breach of contract as a third-party beneficiary to the Contract against Trio and negligence against FFS.

C. The Parties have engaged in negotiations in an effort to amicably resolve all claims that the County has raised against Trio and FFS in the Lawsuit (as hereinafter defined) arising out of, or relating to, the County’s damaged property at the Project.

D. The Parties desire to reduce their negotiations to writing so that it is binding upon them.

### Definitions

As used in this Agreement, the following definitions will apply:

“Lawsuit” shall mean all claims, cross-claims, and defenses asserted or that could have been asserted in the action styled *Broward County v. Trio Development Corporation and Florida Foundation Systems, Inc.*, currently pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE 20-004236.

“Trio Development Entities” shall mean and refer to Trio and each of its past, present and future, affiliates, owners, directors, officers, shareholders, managers, members, principals, employees, agents, representatives, predecessors, successors, subcontractors, sub-subcontractors, suppliers, laborers, materialmen, assigns, and insurers, specifically including, but not limited to, FCCI Insurance Company and National Trust Insurance Company, their past, present and future, officers, directors, shareholders, principals, owners, agents, representatives, affiliates, partners, successors, managers, members and assigns.

“Florida Foundation Entities” shall mean and refer to FFS, and each of its past, present and future, affiliates, owners, directors, officers, shareholders, managers, members, principals, employees, agents, representatives, predecessors, successors, subcontractors, sub-subcontractors, suppliers, laborers, materialmen, assigns, and insurers, specifically including, but not limited to, Gemini Insurance Company and Commerce & Industry Insurance Company, their past, present and future, officers, directors, shareholders, principals, owners, agents, representatives, affiliates, partners, successors, managers, members and assigns.

NOW, THEREFORE, in consideration of the foregoing representations and mutual covenants, promises, and considerations hereinafter set forth, and with the intent to be legally bound, it is hereby agreed between the Parties as follows:

1. **Representations:** The foregoing recitals are true and correct and by this reference thereto are incorporated herein and made a part hereof.
2. **Terms of Settlement:** The Parties do hereby covenant and agree as follows:
  - A. Within fifteen (15) calendar days after the date this Settlement Agreement has been fully executed by the Parties, Trio shall pay to the County the sum of Three Hundred Eighty-seven Thousand Five Hundred Dollars (\$387,500.00) and FFS shall pay to the County the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00), each in full and final settlement of all matters addressed by this Settlement Agreement.
  - B. Within fifteen (15) calendar days after the County’s receipt of payment from Trio and FFS in accordance with subsection 2.A. above, the Parties shall file a Joint Stipulation of Dismissal with Prejudice in the Lawsuit.
  - C. The Parties shall each bear their own attorneys’ fees and costs relating to the Lawsuit.
3. **No Admission:** By entering into this Settlement Agreement, no Party admits fault, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing negotiations and litigation.
4. **Release:** The Parties, by execution of this Settlement Agreement, hereby release, waive, and discharge each Party from any and all claims, demands, damages, causes of action, actions, subrogation claims, litigation costs, including attorney’s fees, and losses of every kind and nature, whether known or unknown, patent or latent, arising from or relating to the Project and the Lawsuit. The Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, subrogation rights, or damages arising from or relating to the Project and the Lawsuit. To the extent Trio, FFS, or an agent of either entity damages

County property after the effective date of this Settlement Agreement, this paragraph shall not serve as a release of claims related to those new injuries. The Parties may enforce the requirement that another Party comply with the terms and conditions set forth in Paragraph 2 of this Settlement Agreement notwithstanding the release contained in this Paragraph.

5. **Default:** In the event of a default of any of the covenants and conditions set forth herein that is not cured by the defaulting Party within ten (10) business days after written notice thereof from a non-defaulting Party, any provision as to release of the defaulting Party is null and void. Attorney's fees and costs to enforce this Settlement Agreement will be recoverable by the prevailing Party.
6. **Binding Effect:** The undersigned represent that they have been empowered by the respective Parties to enter into, on behalf of the Parties, and to bind the Parties to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto.
7. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.
8. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.**
9. **Severability:** The Parties acknowledge and agree that if any part, term or provision of this Settlement Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or in conflict with any law of Florida, such provision shall be severed from the Settlement Agreement and the validity of the remaining portions or provisions shall not be affected thereby.
10. **Merger:** This Settlement Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Settlement Agreement



that are not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. **Joint Preparation:** The Parties acknowledge that they have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
12. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
13. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.
14. **Further Assurance:** The Parties shall execute all such further instruments, and agree to take all such further actions, that may be reasonably required by any party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.
15. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
16. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the termination of the Settlement Agreement.
17. **Notice:** In order for a notice to a party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail 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 this section:

For County:  
Broward County Attorney's Office  
Attn: Andrew J. Meyers or Current Broward County Attorney  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

Email address: ameyers@broward.org

For Trio:

Lawrence R. Shortz, President  
Trio Development Corporation  
1701 NW 22<sup>nd</sup> Court  
Pompano Beach, Florida 33069  
Email: larry@triodevelopment.com

For FFS:

Pierre A. Mifsud, President  
2030 NW 22 Court  
Pompano Beach, FL 33069  
Email: pierre@floridafoundationssystem.com

18. **Third-Party Beneficiaries:** The Parties do not intend to directly or substantially benefit a third-party by entering into this Settlement Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement.
19. **Waiver of Subrogation.** Florida Foundation System Entities hereby expressly warrant, represent and covenant to the parties released herein that Florida Foundation System Entities, prior to entering into this Settlement Agreement, have secured and obtained executed agreements waiving any and all subrogation rights, potential subrogation rights, or perfected subrogation rights as to any and all claims arising out of, related to or in connection with Trio Development's Scope of Work, and that no subrogation rights exist as to Trio Development's Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit, and that Trio Development Entities and County shall rely on these waivers as material terms of the Settlement Agreement and Mutual Release.
20. **Waiver of Subrogation.** Trio Development Entities hereby expressly warrant, represent and covenant to the parties released herein that Trio Development Entities, prior to entering into this Settlement Agreement, have secured and obtained executed agreements waiving any and all subrogation rights, potential subrogation rights, or perfected subrogation rights as to any and all claims arising out of, related to or in connection with Florida Foundation Systems' Scope of Work, and that no subrogation rights exist as to Florida Foundation Systems' Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit, and that Florida Foundation Systems Entities and County shall rely on these waivers as material terms of the Settlement Agreement and Mutual Release.
21. **Assignment of Claims.** County hereby expressly warrants, represents, and covenants to the parties released herein that County is presently the legal owner and holder of the claims or causes of action released hereby, and that they have not heretofore expressly or impliedly assigned, transferred, pledged or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby. It is further understood and stipulated upon that the County has not received insurance payment for any damages

arising out of Trio's Scope of Work, and that County will not be filing a claim for insurance benefits arising out of Trio's Scope of Work or arising from or related to the May 25, 2017 incident described in the Lawsuit, and that Trio Development Entities and Florida Foundation Systems Entities shall rely on this stipulation as material terms of the Settlement Agreement and Mutual Release.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Settlement Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, Trio Development Corporation, signing by and through its \_\_\_\_\_, duly authorized to execute same, and Florida Foundation Systems, Inc., signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_ (Date)  
Benjamin Crego  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
Michael J. Kerr  
Deputy County Attorney

**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, TRIO  
DEVELOPMENT CORPORATION, AND FLORIDA FOUNDATION SYSTEMS, INC.**

TRIO

WITNESSES:

TRIO DEVELOPMENT CORPORATION

*Robney L. Samperfeld*  
Signature

By: *WDS*  
Authorized Signor

*Robney L. Samperfeld*  
Print Name of Witness above

*LAWRENCE R. SHOLTZ, JR.*  
Print Name and Title

*[Signature]*  
Signature

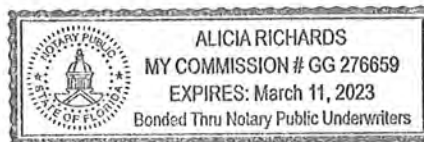
*11* day of *MARCH*, 20 *21*

*Scott Christou*  
Print Name of Witness above

ATTEST:

*Alicia Richards*  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, TRIO  
DEVELOPMENT CORPORATION, AND FLORIDA FOUNDATION SYSTEMS, INC.**

FFS

WITNESSES:

FLORIDA FOUNDATION SYSTEMS, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

## Supplier: Trio Development Corporation

### GENERAL CONDITIONS Quotaon R equests and Invitaons f or Bids

These General Conditions apply to every Quotaon Requests (“RFQs”) and Invitaons for Bid (“IFBs”) (each a “solicitaon”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitaon by indicang such change in the Special Instrucons to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitaon (“response”) constut es Vendor’s offer to contract to 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 solicitaon and the pricing stated in Vendor’s response, will constut e the contract between the Vendor awarded the solicitaon (“Contractor”) and the County, and shall prevail over any conflicng provision in any quotaon, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modificaon to these General Conditions or the language of the solicitaon by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive.

#### A. GENERAL PROVISIONS

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

By Vendor including its digital or electronic signature on its response to this solicitaon:

(a) Vendor represents and cerfies that the representaons in Secon A.2 of these General Conditions are true and accurate;

(b) Vendor acknowledges, accepts, and agrees that this solicitaon is governed by the Terms and Conditions of the Solicitaon s tated 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 TO THE SOLICITATION, 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 Representaons and Cerfics aons

Vendor represents and cerfies the following:

(a) The individual subming` this form is authorized to sign the response on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitaon’ 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 connecon with any other vendor subming` a response to the solicitaon 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 obligaon t o 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 Broward County within the last three (3) years, unless otherwise noted in Vendor’s response.

(e) All statements, oral, written or otherwise, in Vendor’s response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejecon; rescission of contract award; or terminaon of the

contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Broward County 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 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.**

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure 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 time frame references are in Eastern Time. The official time for electronic submissions 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. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

### **2. Withdrawal.**

Vendors may not withdraw their responses after the deadline for responses to the solicitation and before the expiration of 120 days after the date of opening responses to the solicitation. Any response that seeks to modify or take exception to the 120-day requirement shall be deemed nonresponsive.

### **3. Bid Opening (Invitation for Bids only).**

All responses to Invitations for Bids 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 Bids:**

The County may cancel a solicitation before or after bid opening in its sole discretion, for any reason or no reason.

### **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. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

### **6. Prices, Terms, and Payments:**

All solicitation 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) **Cerification of Prices:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing 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, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Broward County Procurement Code (the "Procurement Code").

(d) **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.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **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 are deemed clerical errors and are subject to correction by the County. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery method specified in the solicitation, and if the Contractor is unable to deliver by that method, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

## 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. 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 prices for all items within the group in its response.

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 Vendors 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, whichever is 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 herein. Responding 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. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor nonresponsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding 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. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

**9. Affiliated Companies Names of the Principal(s):**

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

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

In accordance with Sections 21.118 and 21.120 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) received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(b) Any protest concerning a solicitation or a proposed award above the authority of the Director of Purchasing, as provided in the Procurement Code must be received by the County within five (5) business days after the posting of the recommendation for award on the Purchasing Division's website. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(c) Any protest concerning a solicitation or a proposed award within the authority of the Director of Purchasing, as provided in the Procurement Code, must be received by the County within three (3) business days after the posting of the recommendation of award on the Purchasing Division's website may protest to the Director of Purchasing. The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest.

(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. Failure to timely file a protest within the time frames specified shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a nonrefundable filing fee. The filing fee shall be 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 fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount - \$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:**

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. 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. Violation of this section shall result in cancellation of Vendor’s contract, and may result in suspension and/or debarment.

**12. 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. For further information, contact the Florida Department of State, Division of Corporations. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

**13. Cone of Silence Ordinance (Invitations for Bids):**

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, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. 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 or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation;

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by 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 Broward County Board of County Commissioners.

**14. Congregancy Fees:**

By submission of this solicitation response, 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.

**15. Local Business Tax Receipt Requirements:**

All Vendors 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 prior to recommendation for award. Vendors that do not have such a license 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.

**16. 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.

**17. 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.

**18. "Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor 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 vendors 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.

**19. Procurement Code:**

The Broward County Procurement 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).

**20. Legal Requirements:**

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Broward County Procurement Code, shall govern development, submission, and evaluation of responses to this solicitation, and shall govern any and all claims and disputes that may arise between Vendors and the County, and 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 the Director of Purchasing; and

the Director of Purchasing may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this 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.

The Director of Purchasing may, in her/his sole and absolute discretion, renew the contract based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County. In such cases, the County will provide Contractor with a Notification of Intent to Renew in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment specified as a "special condition" in the solicitation. If the Director of Purchasing does not renew the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such extended performance at the rate in effect when the Director of Purchasing directs Contractor to continue performance beyond the contract expiration date.

## **2. Orders and Quantities:**

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instructions by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, method of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

## **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 Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each 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 No. 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 deliveries made 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 this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allocated 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 this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver of its right to enforce such breach(es).

(c) **For Convenience:** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, 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, unless directed otherwise in writing by the County. 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 date of 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 this 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 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, FL 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 in accordance with Section 12 below, 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 or medication. With respect to foodstuffs and medication, 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 time frames for removal and replacement specified in this Section 7 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:**

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.

**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 article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this 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 this 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 insurer 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 726.06, Florida Statutes):**  
Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and

future officers, agents, servants, 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 this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this solicitation (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 this contract may be retained by the County until all Claims subject to this indemnification obligation have been selected or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

**b) Construction contracts (as defined in Section 726.06, 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 this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been selected 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, FL 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:**

This 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 THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY**



**HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**14. Patents and Royales:**

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, 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 this contract or the goods or services provided pursuant to this 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 this 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 this 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.

**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 or similar language 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 Title 49 C.F.R. Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this nondiscrimination clause. 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. County Business Enterprise (CBE):**

*This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable.* Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment").

Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

**18. Domestic Partnership Requirement:**

*This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.* Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

**19. Drug-Free Workplace.**

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

**20. Modifications:**

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

**21. 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 this contract between the County and Contractor.

**22. Public Records:**

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this 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 this contract and following completion or termination of this contract if the records are not transferred to the County; and

(d) Upon completion or termination of this 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 this 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.**

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, 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 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.

**23. 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 this contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this contract and performance under this 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 this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

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

**24. 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 this 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. If applicable, the County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

**25. Special Notice:**

In accordance with OSHA Regulation 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.

**26. Code Requirements:**

Contractor and his or her subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

**27. Contractor Responsibilities:**

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 this contract.

**28. 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.

**29. Contractor Evaluation:**

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: [broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf). An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed

evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of Contractor for future solicitations.

**30. Independent Contractor.**

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, 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 this contract.

**31. Regulatory Capacity.**

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this 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, regulations, laws, and ordinances shall be made pursuant to its regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.

**32. 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 this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

**33. Third-Party Beneficiaries.**

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

**34. Compliance with Laws.**

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American 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 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 this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

**35. Severability.**

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.



## Supplier: Trio Development Corporation

### Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submission prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submission. If the required forms and information are not provided with the Vendor's solicitation submission, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated time frames.
1. Vendor should include in its solicitation submission a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link: <http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submission an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The form is available at the following link: <http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and

reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.



## Supplier: Trio Development Corporation

### Workforce Investment Program Requirements:

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

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:  
  
broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

### **WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM**

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

In accordance with the Workforce Investment Program:

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

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

**Lawrence R. Shortz**  
AUTHORIZED SIGNATURE/NAME

**President**  
TITLE

**04/02/2021**  
DATE



**Supplier: Trio Development Corporation****VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's 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: **Trio Development Corporation**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **59-0782751**
4. Dun and Bradstreet No.: **005839964**
5. Website address (if applicable):
6. Principal place of business address: **1701 NW 22nd Court  
Pompano Beach, FL 33069**
7. Office location responsible for this project: **1701 NW 22nd Court  
Pompano Beach, FL 33069**
8. Telephone no.: **954-971-2288** Fax no.: **954-971-0030**
9. Type of business (check appropriate box):

- Corporation (specify the state of incorporation): **Florida**
- 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: **Lawrence R. Shortz**Title: **President**E-mail: **larry@triodevelopment.com**Telephone No.: **954-444-5399**Name: **Scott H. Christie**Title: **Secretary/Treasurer**E-mail: **scott@triodevelopment.com**Telephone No.: **954-444-5406**Generic e-mail for purchase orders: **pat@triodevelopment.com**

(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) **Lawrence R. Shortz, President**
- b) **Scott H. Christie, Secretary/Treasurer**
- c) **Frank J. Johnson, Vice-President**
- d) **Chris R. Shortz, Vice-President**

## 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  No14. 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:

**Sewer lift station installation, rehabilitation and repair, storm water pump station installation, rehabilitation and repair.**

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **64**
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 any 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 provided:  
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.  
**Y2114640B1 - Sewer Lift Station, Rehab and Repair with Broward County**
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?
- CATERPILLAR 302.7D CR EXCAVATOR**  
**CATERPILLAR 303.5E CR EXCAVATOR**  
**KOMATSU PC 35 MR-2 EXCAVATOR**  
**KOMATSU PC 308 USLC-3 EXCAVATOR**  
**KOMATSU PC 400 LC-7L EXCAVATOR**  
**KOMATSU PC 400 LC-6LM EXCAVATOR**  
**KOMATSU PC 220 EXCAVATOR**  
**KOMATSU PC 300 LC-6 EXCAVATOR**  
**CATERPILLAR 918M WHEEL LOADER**  
**CATERPILLAR 926M WHEEL LOADER**  
**CATERPILLAR 928G WHEEL LOADER**  
**KOMATSU WA 200-L5 WHEEL LOADER**  
**KOMATSU WA 320-3MC WHEEL LOADER**  
**LINK BELT LS-108H 5 CRAWLER CRANE - 50 TON**  
**LINK BELT LS-108H II CRAWLER CRANE - 50 TON**  
**LINK BELT LS 108B CRAWLER CRANE - 45 TON**  
**LINK BELT LS 108B CRAWLER CRANE - 45 TON**  
**LINK BELT HSP 8015 HYDRAULIC CRANE - 15 TON**  
**LINK BELT HC 78A TRUCK CRANE - 35 TON**  
**CATERPILLAR 239D COMPACT TRACK LOADER**  
**CATERPILLAR 420D COMBINATION**  
**BOBCAT 773 SKID STEER LOADER**  
**TOYOTA 7FDU25 FORKLIFT 5K LBS.**  
**THOMPSON PUMP 12" WELLPOINT PUMP**  
**THOMPSON PUMP 12" WELLPOINT PUMP**  
**THOMPSON PUMP 6" JET PUMP**  
**THOMPSON PUMP 6" HYDRAULIC PUMP**  
**SLOAN 8" HYDRAULIC PUMP**  
**SLOAN 6" HYDRAULIC PUMP**  
**ACME DYNAMICS 75 HP BY-PASS PUMP ELECTRIC**  
**ACME DYNAMICS 60 HP BY-PASS PUMP ELECTRIC**  
**ACME DYNAMICS BY-PASS PUMP DIESEL**  
**PIONEER PPSP66512-050 BY-PASS PUMP DIESEL**  
**PIONEER PPSP66512-050 BY-PASS PUMP DIESEL**  
**GODWIN CD150 BY-PASS PUMP DIESEL**  
**GODWIN CD150 BY-PASS PUMP DIESEL**  
**GODWIN CD150 BY-PASS PUMP DIESEL**
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: **Lift Station Rehabilitations and Replacements**  
Contract/Project Title: **Multiple Projects**  
Agency: **City of Pompano Beach**  
Contact Name/Title: **Bobby Clayton**  
Contact Telephone: **954-786-4154**  
Email: **Bobby.Clayton@copbfl.com**  
Contract/Project Dates (Month and Year): **Multiple Projects**  
Contract Amount: **Multiple Projects**

**Reference 2:**

Scope of Work: **Lift Station Rehabilitations and Replacements**  
Contract/Project Title: **Multiple Projects**  
Agency: **City of Plantation**  
Contact Name/Title: **Danny Pollio**  
Contact Telephone: **954-797-2209**  
Email: **dpollio@plantation.org**  
Contract/Project Dates (Month and Year): **Multiple Projects**  
Contract Amount: **Multiple Projects**

**Reference 3:**

Scope of Work: **Lift Station Rehabilitations and Replacements**

Contract/Project Title: **Multiple Projects**

Agency: **City of Oakland Park**

Contact Name/Title: **Sierra Marrero**

Contact Telephone: **954-274-0581**

Email: **sierra.marrero@oaklandparkfl.gov**

Contract/Project Dates (Month and Year): **Multiple Projects**

Contract Amount: **Multiple Projects**

## Supplier: Trio Development Corporation

### 1. Litigation History

- 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.

### LITIGATION HISTORY FORM



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) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor:  or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	<b>See attachments for Litigation History and Settlement Agreements.</b>
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name:  Email:  Telephone Number:

**Vendor Name: Trio Development Corporation**



**Supplier: Trio Development Corporation**

**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM**

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

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

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

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

**Lawrence R. Shortz**  
AUTHORIZED SIGNATURE/ NAME

**President**  
TITLE

**04/02/2021**  
DATE

**Supplier: Trio Development Corporation**

**DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM**

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

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

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

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**Lawrence R. Shortz**  
**AUTHORIZED SIGNATURE/ NAME**

**President**  
**TITLE**

**04/02/2021**  
**DATE**


**Supplier: Trio Development Corporation**

**SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM**

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

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

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

 bold  
line separating sections  
Subcontracted Firm's Name: **Edwards Electric Corporation**  
Subcontracted Firm's Address: **7231 Southern Blvd., Suite C-2**

Subcontracted Firm's Telephone Number: **561-683-7066**  
Contact Person's Name and Position: **Dan Hayward, VP**  
Contact Person's E-Mail Address: **dhayward@edwardselectric.com**  
Estimated Subcontract/Supplies Contract Amount: **\$600,000.00**  
Type of Work/Supplies Provided: **Electric Subcontract**

 bold line separating sections

2. Subcontracted Firm's Name: **E & A Wilson Painting Service, LP**  
Subcontracted Firm's Address: **10758 NW 53rd Street**  
Subcontracted Firm's Telephone Number: **954-748-6778**  
Contact Person's Name and Position: **Art Wilson**  
Contact Person's E-Mail Address: **wilson\_painting@comcast.net**  
Estimated Subcontract/Supplies Contract Amount: **\$200,000.00**  
Type of Work/Supplies Provided: **Coatings**

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold

Subcontracted Firm's Name:

separating

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

<b>Lawrence R. Shortz</b>	<b>President</b>	<b>Trio Development Corpora on</b>	<b>04/05/21</b>
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>

**Supplier: Trio Development Corporation**

**SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM**

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

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

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

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

<b>Lawrence R. Shortz</b>	<b>President</b>	<b>Trio Development Corporation</b>	<b>04/02/2021</b>
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>

**Supplier: Trio Development Corporation**

**TRENCH SAFETY ACT REQUIREMENT FORM**

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

Florida Trench Safety Act, Section 553.60, Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

**Open-end Contract:**

Description	Unit of Measure	Unit Price	Method
<b>Shallow Cuts</b>	<b>LUMP SUM</b>	<b>\$ 1,500.00</b>	<b>Trench Box</b>
<b>Shallow Cuts</b>	<b>LUMP SUM</b>	<b>\$ 750.00</b>	<b>Sloping</b>
Special Shoring, if applicable:	SQ. FT.		
<b>Deep Cuts</b>	<b>SQ. FT.</b>	<b>\$25.00</b>	<b>Temporary Sheet Piling</b>

**Fixed Contract:**

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
Special Shoring, if applicable:		SQ. FT.	Unit Price		Method
			Total \$		

<b>Lawrence R. Shortz</b>	<b>President</b>	<b>Trio Development Corporation</b>	<b>04/02/2021</b>
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>



**Supplier: Trio Development Corporation**

**LOCATION CERTIFICATION FORM**

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

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

**For Invitation for Bids:**

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

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

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

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

---

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

- Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:
  - A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
    - i. 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),
    - ii. in an area zoned for the conduct of such business,
    - iii. that the Vendor owns or has the legal right to use, and
    - iv. 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),
    - i. 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),
    - ii. in an area zoned for the conduct of such business,
    - iii. that the Vendor owns or has the legal right to use, and
    - iv. 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 Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

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

**1701 NW 22nd Court  
Pompano Beach, FL 33069**

- 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:
    - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
    - ii. 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),
    - iii. in an area zoned for the conduct of such business,
    - iv. that the Vendor owns or has the legal right to use, and

- v. 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:**  
**1701 NW 22nd Court**  
**Pompano Beach, FL 33069**

**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 form 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: **Lawrence R. Shortz**

TITLE: **President**

VENDOR NAME: **Trio Development Corporation**

DATE: **04/02/2021**

## Supplier: Trio Development Corporation

### 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](mailto: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 Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

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

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's

Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

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

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

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

**E. Other Vendors:**

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

**F. Port Everglades Locations:**

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on

the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

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

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

consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection form 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 form 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.

## Supplier: Trio Development Corporation

### 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.
- 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: **Trio Development Corporation**

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for

the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
  6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
  7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
  8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
  9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
  10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
  11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
  12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
  13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

## Supplier: Trio Development Corporation



Finance and Administrative Services Department

### **PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

### **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, which is available here: <https://www.broward.org/purchasing>.

#### **1. Right to Object**

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

#### **2. Right to Protest**

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

#### **3. Cone of Silence; Right to Contact OESBD**

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

However, vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine

[www.broward.org](http://www.broward.org)