

## **Solicitation OPN2123676B1**

### **Subsurface Facility and Utility Locating Services**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid OPN2123676B1

### Subsurface Facility and Utility Locating Services

Bid Number **OPN2123676B1**  
Bid Title **Subsurface Facility and Utility Locating Services**

Bid Start Date **Feb 2, 2022 5:20:47 PM EST**  
Bid End Date **Feb 23, 2022 2:00:00 PM EST**  
Question &  
Answer End Date **Feb 14, 2022 5:00:00 PM EST**

Bid Contact **John Torrenga**  
**Purchasing Agent, Senior**  
**Purchasing**  
**jtorrenga@broward.org**

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

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

Bid Comments **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Broward County Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of the County's underground facilities/utilities.

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

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

**Item Response Form:** Quantities listed on Item Response Form are the **estimated Initial Three-Year Contract Period/Term amounts. The sum of all line items will be the Vendor's Initial Three-Year Contract Period/Term price.**

**Basis of Award:** Award of this contract will be made to the lowest responsive responsible bidder by total bid price (sum of all items). Please refer to the **Special Instructions to Vendors, Section F** for additional information.

**Multiple Awards:** The County reserves the right to make multiple awards for this contract. Please refer to the **Special Instructions to Vendors, Section G** for additional information.

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

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G,

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

**Added on Feb 16, 2022:**

**End Date has been extended.**

**Addendum # 1**

Previous End Date	<b>Feb 16, 2022 2:00:00 PM EST</b>	New End Date	<b>Feb 23, 2022 2:00:00 PM EST</b>
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**Item Response Form**

Item **OPN2123676B1--01-01 - GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark**  
 Lot Description **GROUP 1 - Traffic Engineering Facilities**  
 Quantity **225000 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 225000**

**Description**

Standard Locate and mark Traffic Engineering Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item **OPN2123676B1--01-02 - GROUP 1 - Traffic Engineering Facilities: Emergency Locates**  
 Lot Description **GROUP 1 - Traffic Engineering Facilities**  
 Quantity **300 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
Refer to Specifications and Requirements  
 N/A  
 N/A FL 33301  
**Qty 300**

**Description**

Emergency Locate outside normal work hours (4:01pm to 6:59am) national holidays and all day Saturday and Sunday

Item **OPN2123676B1--01-03 - GROUP 1 - Traffic Engineering Facilities: Locate with Camera Snake and mark utility**  
 Lot Description **GROUP 1 - Traffic Engineering Facilities**  
 Quantity **75 each**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**

**Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 75

**Description**

Locate with Camera Snake and mark utility

Item **OPN2123676B1--02-01 - GROUP 2 - Water and Wastewater Service: Standard Locate and Mark**

Lot Description **GROUP 2 - Water and Wastewater Service**

Quantity **105000 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 105000

**Description**

Standard Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item **OPN2123676B1--02-02 - GROUP 2 - Water and Wastewater Service: In-Plant Locate and Mark**

Lot Description **GROUP 2 - Water and Wastewater Service**

Quantity **300 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 300

**Description**

In-Plant Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item **OPN2123676B1--02-03 - GROUP 2 - Water and Wastewater Service: Emergency Locates**

Lot Description **GROUP 2 - Water and Wastewater Service**

Quantity **300 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 300

**Description**

Emergency Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

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Item **OPN2123676B1--03-01 - GROUP 3 - All Agencies: Furnish and Install Rigid SRM**  
Lot Description **GROUP 3 - All Agencies**  
Quantity **75 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 75**

**Description**  
Furnish and Install Rigid Standard Route Markers (SRM)

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Item **OPN2123676B1--03-02 - GROUP 3 - All Agencies: Furnish and Install Utility Locating Pavement Markers**  
Lot Description **GROUP 3 - All Agencies**  
Quantity **75 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 75**

**Description**  
Furnish and Install Utility Locating Pavement Markers (Existing Concrete/Pavement)

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Item **OPN2123676B1--03-03 - GROUP 3 - All Agencies: Taking GPS Coordinates**  
Lot Description **GROUP 3 - All Agencies**  
Quantity **75 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 75**

**Description**  
Taking Global Positioning System (GPS) Coordinates utilizing Sub-meter equipment

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Item **OPN2123676B1--03-04 - GROUP 3 - All Agencies: Soft-dig locate**  
Lot Description **GROUP 3 - All Agencies**  
Quantity **150 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**

**Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 150

**Description**

Locate and expose buried infrastructure with Soft-Dig method non-destructive method, mark and document location, depth, size and type. Fill hole back with clean fill and restoration.

Item **OPN2123676B1--04-01 - GROUP 4 - Port Everglades: Standard Locate and Mark < 500 Feet**

Lot Description **GROUP 4 - Port Everglades**

Quantity **9000 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 9000

**Description**

Standard Locate and mark Port Everglades Facilities < 500 Feet

Item **OPN2123676B1--04-02 - GROUP 4 - Port Everglades: Standard Locate and Mark > 500 Feet**

Lot Description **GROUP 4 - Port Everglades**

Quantity **7500 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 7500

**Description**

Standard Locate and mark Port Everglades Facilities > 500 Feet

Item **OPN2123676B1--04-03 - GROUP 4 - Port Everglades: Emergency Port Locate**

Lot Description **GROUP 4 - Port Everglades**

Quantity **300 each**

Unit Price

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 300

**Description**

Emergency Port Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

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Item **OPN2123676B1--04-04 - GROUP 4 - Port Everglades: Locate with Ground Penetrating Radar**  
Lot Description **GROUP 4 - Port Everglades**  
Quantity **900 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 900**

**Description**  
Locate with Ground Penetrating Radar (GPR) and mark utility

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Item **OPN2123676B1--04-05 - GROUP 4 - Port Everglades: Locate with Vacuum Digging (unpaved area)**  
Lot Description **GROUP 4 - Port Everglades**  
Quantity **45 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 45**

**Description**  
Locate vacuum digging and mark (unpaved area)

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Item **OPN2123676B1--04-06 - GROUP 4 - Port Everglades: Locate with Vacuum Digging (paved area)**  
Lot Description **GROUP 4 - Port Everglades**  
Quantity **45 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
[Refer to Specifications and Requirements](#)  
N/A  
N/A FL 33301  
**Qty 45**

**Description**  
Locate vacuum digging and mark (paved area)

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Item **OPN2123676B1--04-07 - GROUP 4 - Port Everglades: Placement of Electrical Markers**  
Lot Description **GROUP 4 - Port Everglades**  
Quantity **60 each**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**

**Commissioners**

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty** 60

**Description**

Placement of electrical markers after line exposed (Markers provided by Port Everglades)



## **SPECIFICATIONS AND REQUIREMENTS**

### **1. SCOPE OF WORK OVERVIEW**

Broward County requires Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of our underground facilities/utilities. The Contractor shall receive locate request Tickets through the Sunshine State One Call of Florida, Inc. (SSOCOF) system. The County screens all Tickets first using Bytronics and then dispatches Tickets that have Underground Facilities within the Locate Ticket description area.

The County reserves the right to inspect the contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.

### **2. BIDDER EXPERIENCE**

- A. Bidder must have been actively engaged in the field of utility locating and marking for a period of no less than a minimum of three (3) years experience in providing underground facility/utility location services within the State of Florida and shall have office facilities located within Broward, Palm Beach or Miami-Dade Counties.
- B. Prior to award, Bidder must provide evidence of past experience in properly handling fiber-optic cable and related splice enclosures, as such equipment is likely to be encountered when the locating technician is required to enter a fiber optic pull box in order to locate conduit containing fiber-optic cable, or a pull box which contains both twisted-pair copper interconnect cable and fiber-optic cable. Bidder must have experience in properly handling Traffic Signalized Intersections, Lighting and other associated electrical conductors. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.
- C. Prior to award, Bidder must provide evidence of past experience in properly handling Water, Waste Water and Storm Drain utilities both Metallic and Non-Metallic pipes. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

### **3. PAY ITEMS**

- A. **Standard Locate and Mark (Group 1, Item 1; Group 2, Item 1; Group 4, Items 1 & 2)**
  - 1. See Definitions, Section 11.O of these specifications.
  - 2. Payment shall be made as stated in Section 9.
- B. **Emergency Locates (Group 1, Item 2; Group 2, Item 3; Group 4, Item 3)**
  - 1. See subsection 6.G of these specifications.
- C. **In-Plant Locate and Mark (Group 2 – item 2)**
  - 1. To include all Broward County Water & Wastewater Services (WWS) and Traffic Engineering Division (TED) facilities in the area specified in the SSOCOF Ticket, or white-lined by the Excavator. The location will be defined by the Broward County Property Lines within the designated facility.
  - 2. In-Plant locates will be accomplished with the use of Ground Penetrating Radar (GPR).
- D. **Furnish and Install Rigid Standard Route Markers (SRM) (Group 3, Item 1)**
  - 1. Bidder shall furnish and install rigid-type Standard Route Markers (SRM) as directed by the County in order to clearly mark the location of the underground conduit system.
  - 2. An SRM is a rigid, tubular, in-ground driven post used for visual (non-electronic) location and notification purposes of existing underground conduit. The SRM shall be fabricated and

installed in accordance with of the **2021** Florida Department of Transportation (FDOT) Standards Specifications for Road and Bridge Construction, Section 630 pertaining to SRM's.

- a) In general, the SRM shall be a white post with a top fitting cover that is orange with white lettering and graphics. More specific information regarding materials, dimensions and performance characteristics of the SRM post are outlined in the 2021 FDOT Standard Specifications for Road and Bridge Construction.
  - b) SRM's shall be installed in accordance with FDOT specifications, generally a maximum of 500 feet apart, aligned such that a clear line of sight is maintained from one marker to the next.
3. Payment shall be made per each SRM furnished and installed along the located conduit route. Payment for the furnishing and installation of the SRMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s). Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

**E. Furnish & Install Utility Locating Pavement Markers (Existing Concrete/Pavement)(Group 3, Item 2)**

1. Bidder shall furnish and install Utility Locating Pavement Markers (ULPMs) in existing concrete or asphalt pavement as directed by the designated County agency in order to clearly mark the location of the underground conduit system.
2. Markers:
  - a) The pavement marker shall be round, medallion or disc type marker between 2" and 2.5" in diameter, 0.125" in thickness, with a slightly recessed top surface, to be installed into the existing concrete or pavement with a countersink drill bit system, such that the anchoring stem of the marker is a minimum of 0.500" diameter and 0.675" deep (measured from the top surface of the marker).
  - b) The marker shall be made of bronze, with a minimum 10-year warranty/guarantee against outdoor weathering.
  - c) Material shall be tested and approved for a minimum operating temperature range between -50 degrees (F) and 150 degrees (F).
  - d) Markers shall be available in a variety of colors, but orange and red are required.
  - e) The top face of marker shall be able to be custom imprinted by the fabricator with a minimum 35-character utility owner message (e.g., "WARNING! ITS COMMUNICATION/ FIBER OPTICS") circulating around the circumference of the marker, and a minimum 24-character contact information message (parallel lines of text) internal to circulating message.
  - f) ULPMs shall be installed at spacing identified by the County, which could range from 4 feet to 500 feet apart, depending on the curvature and configuration of the conduit path.
3. Payment for the furnishing and installation of the ULPMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s).
4. Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

**F. Taking of Global Positioning System (GPS) Coordinates (Group 3, Item 3)**

1. See subsection 6.N of these specifications.

**G. Soft Dig Locate (Group 3, Item 4)**

1. Pay Item shall not be used in conjunction with any other pay item in this contract. This item is for, when requested / ordered, the express purpose of physically locating, exposing and verification of buried infrastructure.

2. The cost shall be a unit cost for each soft dig excavation hole. It will include Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration.
3. A soft dig service to locate buried infrastructure for various County departments.
4. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet.

**H. Standard Locate and Mark (Group 4, Item 1)**

Locate and mark all Port Everglades (PEV) owned facilities in the area specified for small projects up to 500 feet.

**I. Standard Locate and Mark (Group 4, Item 2)**

Locate and mark all Port owned facilities in the area specified for large projects greater than 500 feet.

**J. Locate with Ground Penetrating Radar (GPR) (Group 4, Item 4)**

Locate with use of ground penetrating radar (GPR) and mark utilities.

**K. Locate with Vacuum Digging (Group 4, Item 5)**

Locate with vacuum digging (pot holing) and mark utilities in unpaved areas.

**L. Locate with Vacuum Digging (Group 4, Item 6)**

Locate with vacuum digging (pot holing) and mark utilities in paved areas.

**M. Placement of Electric Markers (Group 4, Item 7)**

Placement of electric markers after line has been exposed. Markers to be provided by Port Everglades.

**N. Locate with Camera Snake (Group 1, Item 3)**

Locate with use of camera snake and mark utilities.

**4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

- A. The qualified Contractor is responsible for all the cost of performing locating functions for the tickets issued to them and are required to ensure proper marking (locates).
- B. Shall provide office and field equipment (desktops and laptops) that are compatible to Broward County's equipment through IRTH UtiliSphere Ticket Management system and IRTHNet One Call Ticket Management and Map Screening applications.
  - (1) Provide access to the County to the Contractor's database for electronic delivery of all locate request tickets to a single electronic address. The contractor shall dispatch tickets to their personnel to perform locates within defined timeframes.
  - (2) Provide electronic data with a format that utilizes IRTH Solutions UtiliSphere and IRTHNet one call center software. Shall allow for integration with current County IRTH Solutions UtiliSphere software or any revisions thereof.
  - (3) Work closely with County to provide uninterrupted electronic communications in the event of scheduled upgrades, or migrations that may occur within the County's Information technology system.
  - (4) Establish compatible electronic communications to the current County database within five (5) County business days of notification of contract award.
- C. Provide sufficient qualified staff to perform services as defined.
- D. Receive and record locate ticket from Broward County during standard Broward County business days

and office hours (approximately 8:00 a.m. to 4:00 p.m. for TED and WWS, 8:00 a.m. to 5:00 p.m. for PEV).

- E. Follow the Scheduler's instructions noted on the locate ticket.
- F. Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.
  - 1. It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the Ticket's location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.
- G. Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County.
- H. Equip field personnel with laptops or other suitable portable electronic equipment capable of managing information in digital format. Receive and safeguard all County location maps or records made available for locating purposes in a clean dry area in their facility.
- I. Maintain records appropriate to support invoicing and recording requirements set forth in this contract. Contractor agrees to the records retention period also set forth in said contract. Said records shall include a set of digital photographs, which shall be filed under the ticket number, and shall be date/time stamped for each of the areas marked and/or flagged.
- J. Use equipment and technology current at the time of award and every means necessary to locate and mark Broward County's underground systems. All Locating equipment or devices being used by the Contractor are subject to the County's approval prior to or during the execution of this contract.
- K. Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the County, in accordance with recommendations made by the designated County agency.

## 5. **DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. Provide access to the current database for communications from the Contractor on locate status.
- B. Provide the Contractor with a set of keys needed to open all traffic control cabinets to identify and connect to all underground feeds entering the cabinets. These keys will be returned to the County upon expiration or termination of this contract.
- C. Provide the Contractor with reasonable training on the procedures used in identifying the facilities and practices to be applied when operating inside the traffic control cabinets.
- D. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented Broward County WWS, TED and PEV underground structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the County. The Contractor understands that the maps furnished by the County shall be the **approximate general location of County buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area)**. In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD. These events need to be recorded by the Contractor and relayed to the County agency responsible for the underground systems. Where County maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

6. **LOCATE REQUEST TICKET PROCESSING**

A. County will assign locate request tickets to Contractor.

B. Response Time:

The Line Locate Contractor will be responsible for making arrangements with all excavators for locate requests.

(1) All standard locate requests shall be processed, and a positive response posted to the system, within two (2) County business days of receipt from the County. Requests for an underwater excavation shall be processed, and a positive response posted to the system, within ten (10) days of receipt from the County.

(2) After such time as stated above, if no response is posted to the system, the ticket becomes "late" and the system will automatically resend that ticket to the Member operator at the current rate for such late ticket. County will deduct late ticket amounts from the current month's payment to the contractor.

(3) Emergencies shall be processed with (2) hours of receipt from the County. The Contractor shall immediately contact all applicable Excavators requiring a meeting. The meetings shall be held between the Contractor and Excavator, as required, when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

(4) Response codes to SSOCOF must be entered into the system by the Contractor within two (2) County business days of receiving the locate ticket.

(5) All marking delay requests must be documented by the Contractor with the excavator within two (2) County business days of receiving the locate ticket with copy to the designated County agency.

C. Meetings shall be held between the Contractor and Excavator as required when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

D. A locate ticket will include:

(1) Any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation, irrespective of quantity or types of Broward County underground infrastructure identified within this 500 feet.

(2) The actual locating of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to one hundred fifty (150) feet in either direction of the intersections. Except within the Port jurisdictional boundary where locates will sometimes be in off street areas such as dock side, or container yards, etc.

(3) When the Contractor believes a request is in excess of the 500-foot limit, the Contractor will instruct the Excavation Site Contractor to white-line the proposed excavation site, as provided in FLA. STATUTE 556. The Contractor will immediately inform the County electronically (e-mail) of the action taken and provide the actual number of locate units for that site. This document must be submitted with the Contractor's invoice for which it applies; else, the charge will not be reimbursed.

E. Locate tickets which are originated by different excavating contractors in the same geographic areas within two (2) County business days are considered requests for the same facilities and the Contractor will be compensated for one physical locate in this area for all related tickets. Ticket revisions will not incur separate/additional charges as they are simply updates to the original ticket.

- F. All facilities located on concrete or asphalt surfaces shall be marked with the appropriate color paint, and facilities located in dirt or grassy areas will be marked with paint plus the appropriate color flags as dictated in Florida Statute 556.
1. Offset marks shall also accompany where markings are in dirt/grass and also where the markings will be disturbed or removed by the proposed excavation.
- G. **Emergency Locates:**  
An emergency locate ticket received after the close of business or during weekends or holidays must be performed within **two hours or less** from time received. Emergency tickets cannot wait until the next business day. The Contractor will provide a 24-hour contact number for such requests. Contractor will report to the locate site with necessary appropriate equipment and personnel to complete the request. Emergency locate requests can be done verbally by phone and/or email with a follow up ticket request to be done during business hours.
- H. Those locations where field visits indicate that no underground facilities exist should be so coded indicating that there is **no conflict** to show the Contractor has visited the site.
- I. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four (24) inches plus one half ( $\frac{1}{2}$ ) the diameter of the underground facility.
- J. Contractor may provide additional services such as maintenance of marks and stakes if specifically requested to do so by Broward County. Prior to the Contractor's commencement of the additional services, Broward County must specifically approve such additional services and the costs charged will be at the rates specified in the Bid sheets for the applicable Pay Items.
- K. In the event the Contractor is unable to physically locate County utilities after exhausting all the approved methods for locating underground facilities, Contractor shall contact the excavating contractor to inform of the presence of any identifiable, but un-locatable facilities. The Contractor will also advise the excavating contractor, via electronic communication (e-mail) that any location information supplied may not be within the definition of Reasonable Accuracy. The contractor shall immediately inform the designated County agency electronically (e-mail) of the action taken.
- L. County expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets. These are the only acceptable disposition codes:
- 1 – Marked
  - 2E – Marked with Exceptions - marked within the confines of the White-lined area
  - 4 – Clear, no facilities
  - 5 – No conflict, utility is outside of the requested work site.
- Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.***
- M. Any other provisions of this contract to the contrary notwithstanding, the Contractor reserves the right to decline any locate tickets in areas which the Contractor deems impractical to serve due to inaccessibility or other reasonable conditions. County will monitor these situations and modify procedures, if necessary, for future assignments.
- N. The Contractor shall have the capability to take Global Positioning System (GPS) coordinates. The GPS coordinates are to be the Geographic Coordinate Reference GCS\_North\_American\_1983\_HARN using the Florida East State Plane System (NAD\_1983\_HARN\_StatePlane\_Florida\_East\_FIPS\_0901\_Feet) and the readings are to have an accuracy rate for the facilities in the Sub-Meter Accuracy range. For a one site excavation, a single GPS locate for each Broward County underground WWS, TED and PEV shall be performed. When excavations traverse an area up to the 300-foot limit a set of two GPS points shall be performed establishing a straight line. GPS data shall be compiled in electronic format and forwarded to the appropriate County unit for integration into the County's Oracle-based Computerized Maintenance Management System.

7. **DAMAGE TO FACILITIES**

- A. Contractor shall investigate all incidents of buried facility damage when the accuracy of the County's facilities is suspect or questionable and will submit to the designated County agency a written report of said investigation with photos of the area, within five (5) County business days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of five (5) years. The Contractor will provide testimonial support in cases deemed necessary by the County.
- B. Contractor shall be responsible for all costs incurred to repair damages to County facilities that were incorrectly located by the Contractor, regardless of reason. The designated County agency shall document the damages and formally inform Contractor of the cost to repair the facilities. County will deduct the repair costs from future payments to the Contractor until the obligation is fulfilled.
- C. The County may elect to use a separate company to do a parallel investigation to determine the precise details of the incident and to determine responsibility for the damages that were incurred during excavation work.

8. **RECORD KEEPING and REPORTING**

- A. The Contractor agrees to maintain records to support all work performed and all items billed to the County and shall retain all such records for a period of five (5) years.
- B. The Contractor must retain all digital files or other written messages for five (5) years.
- C. The County may request from the Contractor, at no additional cost, audit details of all or randomly selected tickets received for each billing period.
- D. The Contractor shall prepare a formal report of incidents or damages concerning accuracy of the Locate process including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the designated County agency within five (5) County business days of the reported error.

9. **INVOICING AND PAYMENTS**

- A. Separate invoicing by the Contactor shall be performed on a monthly basis to each designated County agency.
- B. Contractor must submit invoices by the 8<sup>th</sup> of the following month.
- C. Acceptable Billing Codes
  - 1 – Marked
  - 2E – Marked with Exceptions - marked within the confines of the White-lined area
  - 4 – Clear, no facilities
  - 5 – No conflict, utility is outside of the requested work site.**Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.**
- D. The Contractor's invoice shall include the following sections and data items:
  - (1) HEADER
    - a. Broward County purchase order number
    - b. Invoice Date
    - c. Invoice Number (Contractor's next sequential number for this purchase order)
    - d. Bill Period during which the services were performed
    - e. The total number of tickets (QTY) and units received during the Bill Period
    - f. Total number of located, marked or cleared tickets (QTY) and units for the Bill Period
    - g. Total number of tickets (QTY) and units received during the Bill Period but were not located and marked. Provide details in backup documentation and include SSOCOF Disposition Code for the requests that were not marked.
  - (2) BODY
    - a. Commodity Code Item Number (Refer to Bid Sheet)
    - b. Commodity Code Description (Refer to Bid Sheet)

- c. Number of tickets located
- d. Number of Units (as listed in located ticket)
- e. Unit Price
- f. Total Due per Commodity Code
- g. Total Due (current invoice)
- h. Number of tickets received within the billing period

**(3) SUMMARY**

- a. Overdue Balance
  - b. Total Balance Due Contractor
  - c. Remittance Address
- E. Include a Microsoft Excel or equal format itemized attachment in the invoice package that includes the following data for tickets located or cleared during the Bill Period. **Note that this information must match ticket detail in the SSOCOF system; else, the ticket is not eligible for compensation. A sample template will be provided by the County.**
- (1) Ticket Number
  - (2) Number of Units (as shown in ticket details)
  - (3) Date received
  - (4) Location with cross street (as shown in ticket details)
  - (5) Date located (or N/A if not located)
  - (6) Reason Code (if "Date Located" is N/A)
  - (7) Type of Request
  - (8) Sub-totals and totals for each
  - (9) Total number of tickets received per day
- F. Each designated County agency will review the invoice package and inform the Contractor of any disputed charges. Contractor will be provided the opportunity to provide additional justification for payment before County calculates the final remittance amount and processes payment. The Contractor will be advised to submit a revised invoice if numerous discrepancies are noted.

**10. DISCREPANCIES**

Due to the nature of WWS and PEV underground facilities, having an accurate source of information of its location is vital for an effective and efficient protection. The reality is that many times, a significant percentage of this information is outdated or incorrect.

When a discrepancy is encountered in the field, the risk of an incorrect marking is substantially increased, thus jeopardizing the underground facilities. In this case, the correct line of action would be to locate the line using GPR, Vacuum Excavation or other suitable means.

Once the facility is properly located, it is imperative to record its exact location via G.P.S. and correct the Facility System Plan. Therefore, avoiding the cost of GPR and soft digging the next time the same facility needs to be located.

**11. DEFINITIONS**

- A. **"County Business Day"**: Any day, 8:00 a.m. to 4:00 p.m., other than Saturday, Sunday or any legal federal, state or local holiday.
  
- B. **"Damage Investigation"** An unbiased 3<sup>rd</sup> party to investigate damage incidents involving Broward County facilities.
  1. Locating firms markings accuracies (within tolerance)
  2. Excavator responsible for damaging facilities
  3. Respond to damage when called
  4. Collect all evidence relative to damage incident
  5. Document management
  6. Avoid case getting "COLD"
    - a. Locate Ticket not requested



- b. Locate Ticket not accurate
  - c. Inaccurate markings
  - d. Insufficient markings
  - e. No markings
  - f. Incorrect ticket closure
  - g. One-call Center error
  - h. Insufficient excavation practices
  - i. Insufficient white lining
  - j. GIS/CAD map omission
- C. **“Excavation”**: Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).
- D. **“Excavation Site”**: The area where an Excavator intends to perform or actually performs Excavation.
- E. **“Excavator”**: Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Broward County Underground Facilities.
- F. **“Excavator Notification”**: Notification given to the Excavator that the underground facilities are not present at the Excavation Site.
- G. **“Facility Owner”**: The owner of a specific Underground Facility. For purposes of this contract, the Facility Owner is Broward County.
- H. **“Identified, But Un-locatable”**: An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in 11-S).
- I. **“Locatable Underground Facility”**: An Underground Facility which can be field marked with Reasonable Accuracy (as defined in 11-S) by using devices capable of identifying and locating Broward County Underground Facilities within the required range of accuracy, or by use of Broward County Maps, Records, and GIS.
- A. Traffic Engineering Division;
    - a. Traffic Signal Intersections
    - b. Communications cables both copper and fiber optic types
    - c. School Flasher
    - d. Electrical
    - e. Street Lighting
    - f. Variable message signs
    - g. CCTV stations
    - h. Misc.
  - B. Water/Waste Water Services both Metallic and Non-Metallic pipes:
    - a. Potable Water
    - b. Raw water
    - c. Sewer both gravity and force main
    - d. Re-use
    - e. Brine
    - f. Electric services to Pump and/or Lift Stations
    - g. Misc.

- C. Port Everglades;
  - a. Electric
  - b. Petroleum
  - c. Gas
  - d. LPG
  - e. Product
  - f. Communications
  - g. Misc.

J. **“Locates with Radio Frequency”:** None

K. **“Locates with Sonde”:** The Sonde, when used shall be able to be inserted into a conduit with cable

L. **“Locates with Ground Penetrating Radar (GPR)”:**

GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities.

GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.

As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

Contractor’s GPR must have capability to penetrate to a minimum depth of fifty (20) feet.

A commercial GPR system, called the CART (Computer Assisted Radar Tomography) Imaging System, has been tested for more than a year in surveys in major cities of the US and Europe. The CART system uses a highly-efficient GPR array (developed by Mala Geoscience), which can be towed by a vehicle or pushed in front of a modified commercial lawnmower at speeds of up to about 1km/h (30 cm/s).

The CART systems rely on precise geometry control provided by a self-tracking laser theodolite. GPS (global positioning system) was also considered, but is not yet accurate and fast enough in city environments to control precise radar surveying. As the CART array moves along the ground, a laser theodolite locks on and follows a prism mounted next to the array. The CART system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas.

As part of standard CART surveys, the laser theodolite is also used to map surface features such as curbs, maintenance access structures, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

The CART’s 3D images clearly show the approximate size, shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. CART images also contain information about the material composition of buried structures (metal vs. plastic) and soil conditions. Special image processing software is used to extract and highlight utility lines and conduits.

M. **“Locate with Vacuum Digging”:**

When Standard Locate techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error by performing a series of soft digs until the Facility is exposed. Soft Digging can also be used when the inverted elevation of a Facility is required.

N. **“Locate Request”:** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

O. **“Marking”:** The application of paint, flags and/or stakes to clearly identify on a horizontal plane the

location of Broward County's Underground Facilities within the tolerances set forth under the current State Laws of Florida governing **UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY**.

1. Use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line of the cable path in accordance with current marking standards of the American Public Works Association to show the field locations of underground facilities with Reasonable Accuracy (as per Specification and Requirements).
    - **Marking cable path's divergence shall begin 10 feet from a straight path and marked every 2 feet through the divergence until a straight path is established by 10 feet.**
  2. Offset marking shall be used in addition to the regular standard marking when an excavation area is to be performed where the cable/conduit path is located where the possibility exists that the markings shall be covered or disturbed and/or the markings will no longer be visible.
- P. **"Member Operator"**: Agencies of the Broward County Board of County Commissioners.
- Q. **"Photographs (Pictures)"**: Taking pictures of locate marks which shall include a reference point in the picture for future identification where the marks were located. Pictures should be attached to the locate ticket.
- R. **"Positive Response"**: A system use in the Sunshine811 "IRTHNet One Call" where response codes (Close Codes) are entered and/or additional information can be added as necessary.
  1. The contractor shall use the Positive Response system to log all contracts with the Excavator / Ticket originator on what has transpired with the locate Ticket.
    - a. Locate Delays
    - b. Changes to the ticket
    - c. Agreements to how the location will be marked
    - d. Continuation of marking
    - e. Any other reason that the facility has not been marked.
- S. **"Reasonable Accuracy"**:
  - (1) Locating the approximate horizontal location of an Underground Facility (as defined in 11-Y) to the specifications required by applicable law.
  - (2) By definition, a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
  - (3) GIS and CAD drawings.
- T. **"Standard Locate"**: Most of the locates are "standard" and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans (GIS maps). For locates where the aforementioned method(s) cannot be utilized, Ground Penetrating Radar (GPR) and/or the use of a Sonde inserted in the conduit with the cable and/or Vacuum Digging may be necessary and shall be included in the price bid for this item.

**ESTIMATED USAGE OF LOCATE METHODS:**

- Inductive Radio Frequency/(GIS Maps): 97%
- Sonde Insertion: 1.5%
- Vacuum Digging: 0.5%
- Ground Penetrating Radar (GPR): 1%

(1) **"Standard Locate – Traffic Engineering and Port Everglades" – Traffic Signals, Warning Beacons, Interconnect Conduit, Street Illumination Lighting and School Flashing Devices**: Most of the locates are "standard" and can be defined as those

locates that can be done with the use of Conductive Radio Frequency (RF) locators, and/or based on the information provided in the facility system plans. CAD Maps, GIS, and/or guided by superficial facility components such to include but not limited to: electrical conduit, optical cable, electrical/communications I junction boxes, pull boxes, communications cable, signal control boxes, electrical switches and relays. In the event that a facility is found to be without a non-conductive material such as an empty conduit or a Fiber Optic Cable without a trace wire, the contractor shall immediately inform the excavating contractor in order to get an extension to the locate request, and a trace wire will be provided by the Traffic Engineering Division within two (2) County business days following this request.

(2) **“Standard Locates – Water and Sewer and Port Everglades” - Needs to meet one or more of the following conditions:**

- Facility made of conductive material
- Facility is non-conductive material
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence

Most of the locates are “standard” and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, AutoCAD Maps. GIS, and/or guided by superficial Facility components to include but not limited to:

- Force mains
- Sanitary sewers
- Potable water pipe
- Hydrants
- Valves and maintenance access structures

U. **“Sunshine State One Call of Florida (SSOCOF)”:**

The State of Florida service by which an excavator can notify utility companies of proposed excavations and request field marking of underground facilities.

V. **“The System”:** Electronic State of Florida service using IRTHnet called the Sunshine State One Call of Florida (SSOCOF).

W. **“Ticket”:** The electronic request to physically locate County facilities.

X. **“Unit”:** Standard locate fee charged per 500 feet. Tickets will include 1-11 units. Only one Standard Locate Fee can be charged per 500 feet, where County maps/GIS and AutoCAD have identified any type of Broward County underground infrastructure, irrespective of quantity.

Y. **“Underground Facility”, i.e. “Facility”:** Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water or electronic communications.

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

### **A. Scope:**

Vendors are invited to respond for an open-end contract to provide Subsurface Facility/Utility Locating Services for the Traffic Engineering Division and various other Broward County agencies that may have need of these services and products.

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

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders 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, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

### **B. Specifications and Requirements:**

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

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

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

### **D. Federal Transit Administration Requirements:**

Not applicable to this solicitation.

### **E. Vendor Responsibilities:**

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

**F. Basis for Award:**

Award of this contract will be made to the lowest responsive responsible bidder by total bid price (sum of all items). Vendor must bid all line items to be considered responsive. A vendor desiring to offer "No Charge" on an item must indicate so by placing a \$0.00 in the offer field and "No Charge" in the "Notes for Buyer" section; otherwise, the item will be construed as incomplete and may be rejected. The County reserves the right to award as deemed in its best interest. Refer to **Special Instruction to Vendors, Section G** for additional information.

**G. Multiple Awards:**

1. The County reserves the right to make multiple awards for this contract. Awards may be made to a maximum of two (2) responsive, responsible Vendors. In the event the county exercises this right, the low, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor. The County is not obligated to make multiple awards.
2. Purchase Orders issued under the Secondary Contract will be issued when the Primary Vendor is unable to perform or when the County determines that the Primary Vendor's maximum service capacity has been reached (based on outstanding County purchase orders) and additional service capacity is still needed by the County to meet County's service timeframes.
3. In the event, the second low responsive responsible Vendor does not accept the County's offer, the County expressly retains the right to award the Secondary Contract to the third, fourth, fifth, etc., responsive responsible Vendor (if applicable).

## **GENERAL CONDITIONS**

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

These General Conditions apply to every Quotation Requests (“RFQs”) and Invitations to Bid (“ITBs”) (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to 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 solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive. All references herein to the “Procurement Code” refer to Chapter 21 of the Broward County Administrative Code.

#### **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 solicitation:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that this solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE 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 Representations and Certifications.**

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with 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 rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.
- (f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services 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 timeframe references are in Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. 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.**

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

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

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

### **4. Cancellation of Bids.**

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

### **5. Addenda.**

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a non-clerical 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) **Certification 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 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, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the 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 time specified in the solicitation, and if the Contractor is unable to deliver by that time, 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 Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners, 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 non-responsible 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 Entities 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 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation’s specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

(c) The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified 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 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 fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

**11. Public Entity Crimes & Public Business Discrimination.**

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. Prohibited Telecommunications Equipment.**

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

**13. Criminal History Screening Practices.**

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

**14. Construction Apprenticeship Program (Construction Contracts only).**

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

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

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. 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.

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

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, 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.

**17. Contingency 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. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

**18. Local Business Tax Receipt Requirements.**

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.

**19. Dun & Bradstreet Report Requirement.**

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

**20. Samples.**

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

**21. "Or Equal" Clause.**

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

**22. Procurement Code.**

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

**23. Legal Requirements.**

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

**C. TERMS AND CONDITIONS OF CONTRACT**

**1. Contract Period.**

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who 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 period 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.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract

shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend 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 continued contract performance at the rate in effect when the Director of Purchasing directed 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 instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time 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 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 allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to

suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of 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 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. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also 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 from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs 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 timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

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

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

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

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

**11. Indemnification.**

**(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):**

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, 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 contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

**b) Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the

performance of 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 settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

**12. Notice.**

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

*For the County:*

Broward County  
Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, 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 Royalties.**

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. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

**16. Equal Employment Opportunity.**

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

Contractor must include the foregoing 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 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this 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. Criminal History Screening.**

*Unless exempted under Section 26-125, Broward County Code of Ordinances,* Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal

history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

**20. 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.*

**21. Apprenticeship Program (Construction Contracts Only).**

*This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.*

**22. 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.

**23. 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.

**24. 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.

**25. 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, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

**26. 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. The County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

**27. Special Notice.**

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

**28. Code Requirements.**

Contractor and its 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.

**29. 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.

**30. 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.

**31. 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) shall be considered in evaluating Vendor's response to any other solicitation.

**32. 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.

**33. 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, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.

**34. 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 to the extent required under Section 768.28, Florida Statutes.

**35. 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.

**36. 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.

**37. 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.

Revised May 1, 2021

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

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

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

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

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

### **For Request for Proposals:**

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

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

This does not substitute for certification or application for certification.

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

Vendor Name

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

Revised May 1, 2021

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

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

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

**D. Contractor Work Crews:**

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

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

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

**E. Other Vendors:**

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

**F. Port Everglades Locations:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Revised May 1, 2021

## 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](#) (CareerSouce) and their contract partners as a firstsource for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
  2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
  3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
  4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
  5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for atleast 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 may be obtained on the Office of Economic and Small Business Development website:  
[broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx](http://broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx). Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

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

**WORKFORCE INVESTMENT PROGRAM CERTIFICATION**

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

In accordance with the Workforce Investment Program

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Revised May 1, 2021

**VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

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

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

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

Generic e-mail for purchase orders:

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

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

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

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

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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



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

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

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

**Reference 1:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

### LITIGATION HISTORY FORM

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

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

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

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff  Vendor is Defendant

Case Number

Case Name

Date Filed

Name of Court  
or other Tribunal:

Type of Case: Bankruptcy  Civil  Criminal  Administrative/Regulatory

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending  Settled  Dismissed

Judgement: Vendor's Favor  Against Vendor

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

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

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

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

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

VENDOR NAME

TITLE

DATE

REVISED MAY 1, 2021

### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

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

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

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

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

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

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

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

**Authorized Signature/Name**

**TITLE**

**Vendor Name**

**DATE**

Revised May 1, 2021





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"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) 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, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County 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 Part XII of the Broward County 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: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

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).

## LOCATION CERTIFICATION

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

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

### For Invitation for Bids:

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

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

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

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

---

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

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

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- 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 owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

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

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

- A. The Vendor has continuously maintained:
  - 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:**

**True and Correct Attestations:**

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

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

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

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

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

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle:  Yes or  No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021



**INSURANCE REQUIREMENTS**

Project: **Subsurface Facility Locating Services**  
Agency: **Traffic Engineering Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A		Each Claim:	<b>\$1,000,000</b>	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> <b>INSTALLATION FLOATER</b> is required if Builder's Risk or Property are not carried. Note: Coverage must be "All Risk", Completed Value. Broward County must be listed as a Loss Payee.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	<b>Completed Value</b>
			*Maximum Deductible:	\$10,000	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

Risk Management Division

### CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

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

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

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

Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

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

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised May 1, 2021

## Question and Answers for Bid #OPN2123676B1 - Subsurface Facility and Utility Locating Services

### Overall Bid Questions

#### Question 1

Who are the incumbents? (Submitted: Feb 8, 2022 8:08:36 AM EST)

#### Answer

- Venegroup Services, Inc. and High Tech Engineering, Inc. (Answered: Feb 11, 2022 7:31:25 AM EST)

#### Question 2

Can you provide the rates for the incumbents on previous contracts for this work? (Submitted: Feb 8, 2022 8:10:42 AM EST)

#### Answer

- Rates can be found at [https://www.broward.org/Purchasing/Documents/MA\\_Report.pdf](https://www.broward.org/Purchasing/Documents/MA_Report.pdf). Search for contract ID nos. OPN2123676B1\_2 and OPN2123676B1\_3. (Answered: Feb 11, 2022 7:31:25 AM EST)

#### Question 3

Does the bidder have to bid on all groups? (Submitted: Feb 8, 2022 12:10:19 PM EST)

#### Answer

- No. (Answered: Feb 11, 2022 7:31:25 AM EST)

#### Question 4

Will the award be considered to the lowest responsive, responsible bidder for each group, or group awards? (Submitted: Feb 8, 2022 12:11:57 PM EST)

#### Answer

- Award will be considered to the lowest responsive responsible bidder by total bid price (sum of all items) by each group. Vendor must bid all line items within a group to be considered responsive for that particular group. (Answered: Feb 11, 2022 7:31:25 AM EST)

#### Question 5

Since questions have not yet been answered and this is due in 3 business days, will the County consider extending the deadline for response? (Submitted: Feb 10, 2022 9:52:40 AM EST)

#### Answer

- An addendum was issued on 2/16/22 to extend the bid due date. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 6

Are the quantities for the different line items for 1 year or 3 years? (Submitted: Feb 14, 2022 12:49:02 PM EST)

#### Answer

- The quantities are 3-year amounts. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 7

Broward County requires to replace the entire Fiber Optic cable run when damaged, which results in repairs in the range of \$100,000 each. Will the County agree to have a cap in repairs for at-fault damage of \$20,000?

(Submitted: Feb 14, 2022 12:51:52 PM EST)

#### Answer

- The County is not revising the existing specifications and requirements at this time. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 8

On page 12, Paragraph 5, letter D, It states as follows  
"...In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD...."

Can the County please provide an example of any water or sewer pipes not to be a "continuation" of any other pipe water and sewer pipe? (Submitted: Feb 14, 2022 1:18:18 PM EST)

#### Answer

- This would be areas where the line representing the utility may skip a small section in order to declutter the drawing or to assist with a visual representation. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 9

On page 12, Paragraph 5, letter D, states  
"...In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD...."  
All Broward County's underground facilities are the "continuation" of other facilities. Hence, there is no pipe that it is not connected to another pipe. Therefore, the contractor could be found liable for damages of facilities not shown on the GIS. The County will always have the argument that the "missing" pipe not shown on the GIS was the "continuation" of another pipe shown in the GIS. Can the County eliminate the wording "unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD" from the paragraph?

(Submitted: Feb 14, 2022 1:18:36 PM EST)

#### Answer

- The County is not revising the existing specifications and requirements at this time. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 10

On page 14 – J states,

"J. Contractor may provide additional services such as maintenance of marks and stakes if specifically requested to do so by Broward County. Prior to the Contractor's commencement of the additional services, Broward County must specifically approve such additional services and the costs charged will be at the rates specified in the Bid sheets for the applicable Pay Items."

There is no pay item in the Bid sheet for additional service. Can it be included? (Submitted: Feb 14, 2022 1:49:15 PM EST)

#### Answer

- Presently, the County is not requesting this service. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 11

Will the County compensate the Contractor for trips to the excavation site that resulted in "No Access" or "Wrong Address"? (Submitted: Feb 14, 2022 1:53:29 PM EST)

#### Answer

- Presently, the County has no plan of including a line item for this compensation. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 12

On page 17 I. A includes "CCTV" stations as part of the Traffic Engineering Division facilities. CCTV cables are notorious for not "accepting" induced signals with Radio Frequency locators. Therefore, not traceable in most cases. Do the Broward County CCTV cables have tracer wire? (Submitted: Feb 14, 2022 2:07:11 PM EST)

#### Answer

- The vehicle detection cable consists of 6-individual 22AWG copper wires and the coaxial cable center conductor is solid copper. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 13

On page 17-11- I. A – h. includes "Misc." as part of the definition of the types of utilities that the Contractor must locate and mark. Since the Contract will be paid one fee for all utility present on the Ticket, it is imperative that the County clearly specify which facilities are under Contract. "Misc." is an open-end where the County can request the Contractor to locate additional and unlimited undisclosed facilities, all included in the same fee. Can the Traffic Engineering Division please be specific as to which facilities will be under Contract? (Submitted: Feb 14, 2022 2:51:04 PM EST)

#### Answer

- Misc means an Underground Facility other than what is listed (A-G) and are unknown to Broward County Traffic Engineering Division presently. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 14

On page 17-11- I. B – g. includes "Misc." as part of the definition of the types of utilities that the Contractor must locate and mark. Since the Contract will be paid one fee for all utility present on the Ticket, it is imperative that the County clearly specify which facilities are under Contract. "Misc." is an open-end where the County can request the Contractor to locate additional and unlimited undisclosed facilities, all included in the same fee. Can Water/Waste Water Services please be specific as to which facilities will be under Contract? (Submitted: Feb 14, 2022 2:51:33 PM EST)

#### Answer

- The request will include any and all facilities owned by WWS. (Answered: Feb 22, 2022 11:02:54 AM EST)

#### Question 15

On page 18-11- I. C – g. includes "Misc." as part of the definition of the types of utilities that the Contractor must locate and mark. Since the Contract will be paid one fee for all utility present on the Ticket, it is imperative that the County clearly specify which facilities are under Contract. "Misc." is an open-end where the County can request the Contractor to locate additional and unlimited undisclosed facilities, all included in the same fee. Can Port Everglades please be specific as to which facilities will be under Contract? (Submitted: Feb 14, 2022 2:51:57 PM EST)

**Answer**

- The only utilities they are required to locate are Broward county, Port Everglades owned underground utilities.

(Answered: Feb 22, 2022 11:02:54 AM EST)

**Question 16**

Does Broward County have an Inter-local preference agreement with Miami-Dade County? (Submitted: Feb 14, 2022 4:34:31 PM EST)

**Answer**

- Not at this time. (Answered: Feb 22, 2022 11:02:54 AM EST)