

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

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

#### **A. Scope:**

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment and services required to provide Subsurface Facility and Utility Locating Services throughout Broward County per the **Specifications and Requirements** for the Traffic Engineering Division, Port Everglades, Water and Wastewater Service Division and various other Broward County agencies that may have need of these services.

The initial contract period shall start on date of award, or upon expiration of the current contract (August 21, 2018), whichever is later and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for two 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.

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.

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.

#### **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:**

The County Business Enterprise (CBE) program shall not apply to this contract; no CBE participation goal is attached to this contract. Although a CBE goal has not been established for this contract, the County encourages Vendors to give full consideration to the use of certified CBE firms to perform work under the contract. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

#### **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 of Award (Group Award):

Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group.

G. Multiple Awards:

1. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) 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, and the third low, responsive, responsible Vendor will be designated as the Tertiary Vendor, etc. The County is not obligated to make multiple awards.
2. The Primary Contract will be awarded to the low responsive, responsible Vendor (Primary Vendor). The Secondary Contract and Tertiary Contract (if applicable) will be awarded to the second lowest, responsive, responsible Vendor (Secondary Vendor) and third lowest, responsive, responsible Vendor (Tertiary Vendor) (if applicable) based upon the same unit prices as those submitted by the Primary Vendor for each line item.
3. 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. If the Secondary Vendor is determined to be unable to meet the County's needs, purchase orders will be issued under the Tertiary Contract, if awarded.
4. 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, with award of the Tertiary Contract following in the same manner (if applicable).
5. The Secondary and Tertiary Vendors (if applicable) agree to execute an Amendment to the solicitation which shall contain the unit prices for each line item as reflected on the Primary Vendor's submittal, and any other matters to ensure compliance with the terms and conditions of the solicitation.