

## **Solicitation Y1422005B2**

### **Electrical Maintenance, Repair and Operational Supplies (MRO)**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

**Bid Y1422005B2**  
**Electrical Maintenance, Repair and Operational Supplies (MRO)**

Bid Number **Y1422005B2**  
Bid Title **Electrical Maintenance, Repair and Operational Supplies (MRO)**

Bid Start Date **Sep 7, 2016 11:48:52 AM EDT**  
Bid End Date **Sep 21, 2016 2:00:00 PM EDT**  
Question &  
Answer End Date **Sep 14, 2016 5:00:00 PM EDT**

Bid Contact **Amy Almanzar**  
**Purchasing**  
**aalmanzar@broward.org**

Contract Duration **1 year**  
Contract Renewal **2 annual renewals**  
Prices Good for **120 days**

Bid Comments **This solicitation is for the purchase of Electrical Maintenance, Repair and Operational Supplies (MRO) for Water and Wastewater Services in accordance with the Specifications and Requirements. The pricing on this contract is based on a firm, fixed percentage discount per bid item from Trade Services, third (3<sup>rd</sup>) column and/or a firm, fixed percentage discount per bid item based off catalog or published price list. See Specifications and Requirements, Section 4, for additional information on pricing. The County recognizes that not all items required for operational needs are available through Trade Service pricing, therefore if a bidder bids Trade Service, they can also provide a firm fixed percentage discount for the bid item based on a catalog price list for items not found in Trade Service.**

**This solicitation is open to the general marketplace.**

**Questions and Answers: Vendors must submit questions through the Question and Answer Section (in BidSync) by the specified deadline. The County is not obligated to respond to any questions received after the deadline.**

**Vendor's solicitation response must be submitted electronically through BidSync. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means.**

**Item Response Form**

Item **Y1422005B2-01-01 - 3M**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

3M, including, but not limited to, Cable Ties, Tape and Wire Connectors.

Estimated Annual Amount: \$43,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-02 - ADB AIRFIELD SOLUTION**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

ADB AIRFIELD SOLUTION, Including, but not limited to, Lamps and Ballasts: Fluorescent Lamps, Incandescent Lamps, Spot/Halogen Lamps, Spot/Flood Lamps, Miniature Lamps, Airfield Lamps, Runway Lights, High Masts, Metal Halide, Quartz Halogen and High Pressure Sodium Kits, Magnetic Ballasts and Electronic Ballasts.

Estimated Annual Amount: \$50,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-03 - ALPHA WIRE**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

ALPHA WIRE, Including, but not limited to, Circuit Breakers, Connectors, Switches and all types of Copper Wire.

Estimated Annual Amount: \$220,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-04 - AMERICAN INSULATED**Quantity **1 contract**Percentage

Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location

**Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

AMERICAN INSULATED, Including, but not limited to, Portable Cord Sets – all types and all types of Copper Wire.

Estimated Annual Amount: \$1,500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

**Item Y1422005B2--01-05 - AMERICAN POWER CONVERSION (APC)****Quantity 1 contract**Percentage Catalog or Published  
Price List   
Name/Number Catalog Effective  
Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

AMERICAN POWER CONVERSION (APC), Including, but not limited to, Uninterrupted Power Supplies.

Estimated Annual Amount: \$70,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

**Item Y1422005B2--01-06 - APPLETON ELECTRIC****Quantity 1 contract**Percentage Catalog or Published  
Price List   
Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1**

**Description**

APPLETON ELECTRIC, Including, but not limited to, Circuit Breakers & Motor Starters, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Panel boards with Circuit Breakers, Switches, and all types of Copper Wire.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-07 - AUTOMATIC TIMING AND CONTROLS (ATC)**

Quantity **1 contract**

Percentage

Catalog or Published

Price List

Name/Number

Catalog Effective

Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

Delivery Location

**Broward County Board of County Commissioners**

No Location Specified

**Qty 1**

**Description**

AUTOMATIC TIMING AND CONTROLS (ATC), Including, but not limited to, General Purpose Control & Distribution Equipment, HVAC products (delay on breaker timer, control relay, compressor protection switches), Monitors – Current, Phase/Voltage, Alternative Replay & Control, Isolated Switches and Time Delay Relays Switches.

Estimated Annual Amount: \$25,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-08 - BALDOR MOTOR**

Quantity **1 contract**

Percentage

Catalog or Published

Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

Delivery Location

**Broward County Board of County Commissioners**

No Location Specified

**Qty 1**

**Description**

BALDOR MOTOR, Including, but not limited to, Bushings, Circuit Breakers, Contact Kits, Control & Distribution Equipment System, Motors 20 HP & Below.

Estimated Annual Amount: \$35,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-09 - BARKSDALE**

Quantity **1 contract**

Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

BARKSDALE, Including, but not limited to, Level Control, Pressure Transmitter & Transducer, Regulators and Temperature Switches – Limit/Pressure.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item	<b>Y1422005B2-01-10 - BARNES ELECTRICAL</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

BARNES ELECTRICAL, Including, but not limited to, Temperature Switches – Limit/Pressure.

Estimated Annual Amount: \$600,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item	<b>Y1422005B2-01-11 - BRIDGEPORT FITTINGS</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

BRIDGEPORT FITTINGS, including, but not limited to, Rigid Conduit & IMC Fittings, EMT Conduit Fittings, Portable Cord Fittings, Metal Clad Cable Fitting, Clamps and Hangers.

Estimated Annual Amount: \$2,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-12 - CAROL**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

CAROL, Including, but not limited to, Portable Cord Sets and all types of Copper Wire.

Estimated Annual Amount: \$4,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-13 - COOPER BUSSMAN**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

COOPER BUSSMAN, Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.

Estimated Annual Amount: \$7,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-14 - COOPER CROUSE HINDS**Quantity **1 contract**Percentage

Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location

**Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

COOPER CROUSE HINDS, Including, but not limited to, all types Boxes/Outlets with Covers (floor, junction, wall), Conduit Bodies – Malleable & Aluminum, Condulet Conduit, and Commercial Lighting Equipment.

Estimated Annual Amount: \$6,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item **Y1422005B2--01-15 - DATACOM ELECTRONICS**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified**Qty 1****Description**

DATACOM ELECTRONICS, Including, but not limited to, Connectors, Data Switches, Elapsed Time Meters, Splitters, Switches – Mercoird and Coaxial Wall Plates.

Estimated Annual Amount: \$4,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item **Y1422005B2--01-16 - DWYER INSTRUMENTS**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified



Qty 1

**Description**

DWYER INSTRUMENTS, Including, but not limited to, Float Switches, Limit Switches and Switches – Mercoid.

Estimated Annual Amount: \$110,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-17 - EATON CUTLER HAMMER**Quantity **1 contract**Percentage Catalog or Published Price List Name/Number Catalog Effective Date Column quoted (List for discount off) Discount % if not in trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

EATON CUTLER HAMMER, Including, but not limited to, Auxiliary Switches, Circuit Breakers, Contact Kits, Motor Control Electro Mechanical, Overload Heaters, Safety Switches and Starter Magnetic Contactors.

Estimated Annual Amount: \$110,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-18 - EMERSON ELECTRIC**Quantity **1 contract**Percentage Catalog or Published Price List Name/Number Catalog Effective Date Column quoted (List for discount off) Discount % if not in trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

EMERSON ELECTRIC, Including, but not limited to, Electric Heater Switches &amp; Controls, Motors 40 HP &amp; below, Fan Cooling Kits, Lighting Fixtures and Pulse/Voltage/Liquid Monitor Detail Display.

Estimated Annual Amount: \$150,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-19 - FERRAZ SHAWMUT/MERSEN**Quantity **1 contract**Percentage

Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 1

**Description**

FERRAZ SHAWMUT/MERSEN, Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Patch Panels, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.

Estimated Annual Amount: \$7,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-20 - GARDNER BENDER (GB)**

Quantity **1 contract**

Percentage   
Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 1

**Description**

GARDNER BENDER (GB), Including, but not limited to, Butt Splicers, Crimp Terminals, Lugs, Markings – Electrical, Safety Markings, Splicers, Surge Suppressors, Wire Connectors, Wire Pulling Products and Fuses.

Estimated Annual Amount: \$80,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-21 - GENERAL ELECTRIC**

Quantity **1 contract**

Percentage   
Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location **Broward County Board of County Commissioners**

No Location Specified

Qty 1

**Description**

GENERAL ELECTRIC, Including, but not limited to, Fluorescent Lamps, Circuit Breakers, Electrical Starters, Motors 40 HP & Below, Fuses – Current Limiting, Lighting Fixtures, Magnetic Contactors, all types of Outlet Boxes, Plugs, Switches and Transformers – Dry Type.

Estimated Annual Amount: \$500,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-22 - GREENLEE TEXTRON</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

GREENLEE TEXTRON, Including, but not limited to, Cable and Cord Covers & Fittings, Cable Identification, Junction Boxes – all types, Network Products, Ties, Clips, Grommets and Wire & Cable.

Estimated Annual Amount: \$88,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-23 - HOFFMAN</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

HOFFMAN, Including, but not limited to, Electric Boxes – all types, Enclosures and Filters.

Estimated Annual Amount: \$3,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-24 - HONEYWELL</b>
Quantity	<b>1 contract</b>

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

HONEYWELL, Including, but not limited to, Switches – Micro, Coil Sets for Physical Vapor Deposition Control, Covers, Coaxial & Electrical Wall Plates/Receptacles, Relays and panels.

Estimated Annual Amount: \$50,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-25 - HOYT ELECTRICAL**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

HOYT ELECTRICAL, Including, but not limited to, Contact Sets, Panel Meters, Transducers, Transmitters and Voltage Sensors.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-26 - HUSTON WIRE**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

HUSTON WIRE, Including, but not limited to, Wire & Cable, Conduit, Guy Wire Fittings, Hangers, Clamps & Clips, Network Products, Nuts, Hooks, Bolts, Anchors/Fasteners and all types of Wall, Floor, Junction Boxes/Outlets.

Estimated Annual Amount: \$22,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-27 - IDEAL INDUSTRIES</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

IDEAL INDUSTRIES, Including, but not limited to, Wire Termination, Data Comm/Low Voltage Switches & Controls, Wall plates, Splitters, Patch Cable, Wire Markers, Cable Ties, Indicator Lights, and Toggle, Rocker, Push Button and Chain Switches.

Estimated Annual Amount: \$12,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-28 - INTERMATIC</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

INTERMATIC, Including, but not limited to, Enclosures, Hubs, Motors 20 HP & Below, Power Boards, Surge Suppressors, Switches – Photo Control and Time Switches.

Estimated Annual Amount: \$4,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-29 - KEYSTONE</b>
Quantity	<b>1 contract</b>

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

KEYSTONE, Including, but not limited to, Fuse Clips, Fuse Holders, LED Spacers, Plugs, Pins, Sockets, Terminals, Test Points.

Estimated Annual Amount: \$16,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-30 - LEVITON**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

LEVITON, Including, but not limited to, GFCI Protection Products, Plugs and Connectors.

Estimated Annual Amount: \$11,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-31 - LITHONIA LIGHTING**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List

Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

LITHONIA LIGHTING, Includes, but is not limited to, Wall Packs-LED, Wrap Around Surface Mounted Fixtures, U-Ben Lamp, Parabolic In-Lay, Lamps, Weather Proof Lamps, Exit Signs - Fire Rated, Light Combo with Battery Backup, without Battery Backup.

Estimated Annual Amount: \$90,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-32 - LITTELFUSE**Quantity **1 contract**Percentage Catalog or Published Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

LITTELFUSE, Including, but not limited to, Fuse Blocks and Holders, Medium Voltage Fuses, Plugs and Connectors, Power Distribution Fuses, Receptacles, Semiconductor Fuses, Small Dimension Fuses and Switches.

Estimated Annual Amount: \$18,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-33 - PANDUIT**Quantity **1 contract**Percentage Catalog or Published Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified

Qty 1

**Description**

PANDUIT, Including, but not limited to, Cable Ties, Wire Clamps, Clips, Retainers and Wire Markers.

Estimated Annual Amount: \$14,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-34 - PHILLIPS LIGHTING**Quantity **1 contract**Percentage

Catalog or Published  
Price List   
Name/Number  
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location

**Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

PHILLIPS LIGHTING, Includes, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency Products.

Estimated Annual Amount: \$110,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

**Item Y1422005B2-01-35 - POTTER & BRUMFIELD****Quantity 1 contract**

Percentage   
Catalog or Published  
Price List   
Name/Number  
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location

**Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

POTTER &amp; BRUMFIELD, Including, but not limited to, Relays.

Estimated Annual Amount: \$16,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

**Item Y1422005B2-01-36 - RACO****Quantity 1 contract**

Percentage   
Catalog or Published  
Price List   
Name/Number  
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location

**Broward County Board of County Commissioners**No Location Specified**Qty 1**



**Description**

RACO, Including, but not limited to, Bells – Weatherproof, Blanks, all types of Wall & Floor & Junction Boxes Outlets, Bushing Reducers, Clamps, Locknuts, Metallic Fittings, Non-metallic Fittings, Fuse Steel Boxes and Straps.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item	<b>Y1422005B2--01-37 - RELIANCE CONTROLS</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

Qty 1

**Description**

RELIANCE CONTROLS, Including, but not limited to, Circuit Breakers Combinations, Double Pole Circuit Breakers, Heavy Duty Cord Sets, Manual Transfer Switches, Mount Transfer Switches, Panel/Link Manual Transfer Panels, Power Cord Connectors and Plugs, Power Inlet Boxes (NEMA), Control Relays & Timers, and Motor Starter & Controllers.

Estimated Annual Amount: \$40,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item	<b>Y1422005B2--01-38 - ROBERTSHAW/FIREX PARAGON</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b>
	<u>No Location Specified</u>

Qty 1

**Description**

ROBERTSHAW/FIREX PARAGON, Including, but not limited to, Switches – Vibration and Electric Heater Switches & Controls.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

---

Item	<b>Y1422005B2--01-39 - SCHNEIDER ELECTRIC</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>

Catalog or Published  
Price List   
Name/Number   
Catalog Effective Date   
Column quoted (List  
for discount off)   
Discount % if not in  
trade services   
Delivery Location **Broward County Board of County Commissioners**

No Location Specified

**Qty 1**

**Description**

SCHNEIDER ELECTRIC, Including, but not limited to, Contact Kits, Converts, Limit Switches, Relays and Switches – Float, General Purpose, Mercoïd.

Estimated Annual Amount: \$31,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-40 - SIEMENS**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List   
Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

**Qty 1**

**Description**

SIEMENS, Including, but not limited to, Bushings, Circuit Breakers, Contact Kits, Control & Distribution Equipment System, Motors 40 HP & Below, Fuses, Heater Coils, Lenses, Panel Switches, Starters, Switches Panel Boards and Transformers.

Estimated Annual Amount: \$50,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-41 - SQUARE D**

Quantity **1 contract**

Percentage

Catalog or Published  
Price List   
Name/Number

Catalog Effective Date

Column quoted (List  
for discount off)

Discount % if not in  
trade services

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

No Location Specified

Qty 1

**Description**

SQUARE D, Including, but not limited to, Blocks, Breaker Boxes, Circuit Breakers, Contact Kits, Electrical Heaters, Enclosures, Fuses, Meter Sockets, PLC (Programmable Logic Controllers) Controllers & Processors, Relays, Starters, Switch Panels, Transformers and Switches – Panel Boards and Distribution.

Estimated Annual Amount: \$170,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-42 - STEEL CITY KINDORF</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

STEEL CITY KINDORF, Including, but not limited to, Beam Clamps & Hanger Supports, Conduit Metal Framing, Conduit, Cable & Pipe Supports, Fastening Devices, Hanger Supports, Hardware and Threaded Components, Pipe Supports and all types of Light Fixtures.

Estimated Annual Amount: \$8,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-43 - SUPERSTRUT</b>
Quantity	<b>1 contract</b>
Percentage	<input type="text"/>
Catalog or Published Price List	<input type="text"/>
Name/Number	<input type="text"/>
Catalog Effective Date	<input type="text"/>
Column quoted (List for discount off)	<input type="text"/>
Discount % if not in trade services	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>No Location Specified</u>

Qty 1

**Description**

SUPERSTRUT, Including, but not limited to, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Cover Plates, Galvanized Channels, Guy Wire Fittings, Hangers, Clamps & Clips, Nuts, Hooks, Bolts, Anchors/Fasteners, Spring Nuts and Stainless Steel Channels.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item	<b>Y1422005B2-01-44 - SURGE SUPPRESSION INC</b>
------	---

Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

SURGE SUPPRESSION INC, Including, but not limited to, General Purpose Control & Distribution Equipment, HVAC products (delay on breaker timer, control relay, compressor protection switches), Monitors – Current, Phase/Voltage, Alternative Replay & Control, Isolated Switches and Time Delay Relays Switches.

Estimated Annual Amount: \$120,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-45 - SYLVANIA/OSRAM**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

SYLVANIA/OSRAM, Including, but not limited to, Lamps and Ballasts: Fluorescent Lamps, Incandescent Lamps, Spot/Halogen Lamps, Spot/Flood Lamps, Miniature Lamps, Airfield Lamps, High Masts, Metal Halide, Quartz Halogen and High Pressure Sodium Kits, Magnetic Ballasts and Electronic Ballasts.

Estimated Annual Amount: \$85,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-46 - TCP LIGHTING**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off)

Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

Includes, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency Products.

Estimated Annual Amount: \$19,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-47 - TELEMAECANIQUE**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

TELEMAECANIQUE, Including, but not limited to, Contact Kits, Converts, Limit Switches, Relays and Switches – Float, General Purpose, Mercoid.

Estimated Annual Amount: \$40,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2-01-48 - THOMAS & BETTS**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

THOMAS &amp; BETTS, Including, but not limited to, Cable Ties, Conduits – Galvanized, Aluminum, Flex Liquidite, Thinwall EMT, Conduit Bodies Non-metallic, Connectors – Rigid Setscrew, Condulet Conduit, Couplings, Couplings – EMT Compression, Liquidite, Fittings Cable, Locknuts, Spring Nuts, Straps – Backspaces, Tapes and all types of Wall, Floor, Junction Boxes/Outlets.

Estimated Annual Amount: \$40,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-49 - TOPAZ**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

TOPAZ, Including, but not limited to, Rigid Conduit &amp; IMC Fittings, EMT Conduit Fittings, Portable Cord Fittings, Metal Clad Cable Fitting, Clamps and Hangers.

Estimated Annual Amount: \$10,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-50 - UNISTRUT**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

UNISTRUT, Including, but not limited to, Cap Screws, Channel Struts, Clamps, Cover Plates, Galvanized Channels, Hangers, Nuts, Bolts, Spring Nuts, Stainless Steel Channels and Washers.

Estimated Annual Amount: \$500

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-51 - UNIVERSAL BALLAST**Quantity **1 contract**Percentage Catalog or Published  
Price List Name/Number Catalog Effective Date Column quoted (List

for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

UNIVERSAL BALLAST, Includes, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency Products.

Estimated Annual Amount: \$10,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-52 - UNIVERSAL LIGHTING TECHNOLOGY**Quantity **1 contract**Percentage 

Catalog or Published

Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

UNIVERSAL LIGHTING TECHNOLOGY, Includes, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency Products.

Estimated Annual Amount: \$1,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-53 - WESTINGHOUSE**Quantity **1 contract**Percentage 

Catalog or Published

Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**  
No Location Specified

Qty 1

**Description**

WESTINGHOUSE, Including, but not limited to, Bushings, Circuit Breakers, Contact Kits, Control &amp; Distribution Equipment System, Motors 40 HP &amp; Below, Fuses, Heater Coils, Lenses, Panel Switches, Starters, Switches Panel Boards and Transformers.

Estimated Annual Amount: \$180,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-54 - WHEATLAND TUBE**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

WHEATLAND TUBE, Including, but not limited to, Conduit Steel, Rigid, EMT and IMT Conduits.

Estimated Annual Amount: \$40,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-55 - WIRE: COPPER, VARIOUS TYPES**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off) Discount % if not in  
trade services Delivery Location **Broward County Board of County Commissioners**No Location Specified**Qty 1****Description**

WIRE: COPPER, VARIOUS TYPES, Wire, Copper, Various types; Including, but not limited to: MTW, SJO, SO, Stranded, TFF, TFFN, THHN/THWN, THW Stranded, XHHW, XLPE &amp; IMSA.

Estimated Annual Amount: \$18,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

Item **Y1422005B2--01-56 - WIREMOLD**Quantity **1 contract**Percentage Catalog or Published  
Price List 

Name/Number

Catalog Effective Date Column quoted (List  
for discount off)



Discount % if not in  
trade services

Delivery Location

**Broward County Board of County Commissioners**

No Location Specified

**Qty 1**

**Description**

WIREMOLD, Including, but not limited to, Wire & Cable, Conduit, Guy Wire Fittings, Hangers, Clamps & Clips, Network Products, Nuts, Hooks, Bolts, Anchors/Fasteners and all types of Wall, Floor, Junction Boxes/Outlets.

Estimated Annual Amount: \$10,000

Enter fixed percent discount off catalog. Percentage mark-ups are not accepted.

## **SPECIFICATIONS AND REQUIREMENTS**

### **1. SCOPE:**

Various electrical supply items are used in several Broward County agencies including, but not limited to, Water and Wastewater Services, Port Everglades Department, Aviation Department, Traffic Engineering Division, Parks and Recreation Division and Facilities Maintenance Division to run critical processes that have a direct impact on citizens and constituents. To ensure the successful operation and continuity of these processes it is critical that an electrical supply contract be in place at all times.

Note - The pricing on this contract is based on a firm, fixed percentage discount per bid item from Trade Services, third (3rd) column and/or a firm, fixed percentage discount per bid item based off catalog or published price list. See Section 4 for additional information on pricing. The County recognizes that not all items required for operational needs are available through Trade Service pricing, therefore if a bidder bids Trade Service, they can also provide a firm fixed percentage discount for the bid item based on a catalog price list for items not found in Trade Service.

### **2. GENERAL:**

- 2.1. This contract is intended for the purchase of electrical supplies for maintenance, repair and operations only, and is not intended for large construction or major renovation projects. For projects requiring large quantities of equipment and supplies delivered to one location, consideration should be given to issuing a solicitation for that project.
- 2.2. This contract will be used for commodities that include but will not be limited to: buss bars, ducts and accessories, capacitors for motor starting and running, circuit breakers load centers, panel boards, metal and plastic conduit with fittings and boxes, cutouts, fuses, fuse holders, fuse links, generators, electrical hardware such as connectors and clamps and fasteners, electrical tape, lighting fixtures, motor controllers, electric motors, transformers, wiring devices such as switches and receptacles and various types of commonly used wire and cable. And other items as specified on bid sheets.

### **3. BIDDER QUALIFICATIONS:**

- 3.1. Bidders shall be fully capable dealers, distributors, or manufacturers who are regularly engaged in the sale of electrical supplies.
- 3.2. Only authorized dealers/sellers will be eligible to provide products on behalf of the manufacturer through this solicitation. The County may request, and the bidder shall provide, supporting information and/or documentation attesting to this requirement. By submitting a response, bidder certifies that it satisfies this and all criteria specified in the solicitation documents. Failure to be an authorized dealer/seller of the manufacturer at the time of bid opening will result in your bid being deemed non-responsive. Failure to supply this supporting information and/or documentation within five (5) business days of request by the County may result in your bid being deemed non-responsive.
- 3.3. Bidder affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser.

YES \_\_\_\_\_ NO \_\_\_\_\_

## **SPECIFICATIONS AND REQUIREMENTS**

### **4. FIXED PERCENTAGE DISCOUNT/CATALOGS/PRICE LISTS:**

- 4.1. Bidder shall indicate in all spaces provided on the Bid Sheets, their single fixed percentage discount from Trade Service, third (3rd) column pricing or their single fixed percentage discount from the most current manufacturer's price list on the Bid Sheets. That percentage discount will be used for the term of the contract.
- 4.2. Trade Service is a leading provider for product and pricing data for the electrical supplies industry, as well as other industries including plumbing & mechanical, industrial (mill supplies), automotive and office products. Its electronic price book (TRA-SER) is a prevalent resource in the electrical supplies industry, utilized for its expertise in product and pricing information. Respondents should have access to or a subscription for Trade Service.
- 4.3. For any manufacturer or manufacturer items not listed on Trade Service, Bidders shall indicate their fixed percentage discount from the most current manufacturer's price list on the Bid Sheets. That percentage discount will be used for the term of the contract. For manufacturers not on Trade Service, the Bidder must make available to the County, the most current published price or provide a link to the manufacturer's on-line prices.
- 4.4. If a catalog is updated by the Manufacturer, the current copy of that price listing/catalog should be sent to the County and the Purchasing Agent of record, unless the published price listing is available on-line and can be easily found and identified by County personnel.
- 4.5. Percentage mark-ups are not accepted, however, bidders may offer a fixed percentage discount of zero percent.
- 4.6. Multiple line dealer and/or distributor catalogs and price lists are not acceptable.

### **5. WEBSITE CAPABILITIES:**

- 5.1. The County does not require that the Vendor have a website.
- 5.2. The County desires that the Vendor establishes as an Internet-based ordering system (web site) for County-specific order placement, order inquiry, price and availability inquiries. The County desires that the Vendor maintain a web site, accessible by both the Using Agencies and the Purchasing Division, for the life of the resulting contract.
- 5.3. If the Vendor can provide the aforementioned website capabilities, the County desires that the web site be in place, working in full operation, functioning properly and able to provide uninterrupted service to Broward County within 60 days of award and at a minimum, should:
  - Allow Using Agencies to place an order on-line, with a secure means for submitting procurement card information.
  - Allow Using Agencies to search Vendor's catalog based on key word, brand name, description, etc.
  - Provide List Price, Discount information and Contract Pricing.
  - Provide tracking/status information after an order is submitted.
  - Display product pictures, when possible, provide detailed item descriptions, and provide green seal and recycled product indicators.
  - Provide FAQ's for use of the website and the contract; as well as troubleshooting tips.
  - Provide contact information for ordering, billing, credit, service and other complaints/issues.

## **SPECIFICATIONS AND REQUIREMENTS**

- Provide a current list of names and contact information for all of Vendor's sales representatives assigned to support the Contract.
- 5.4. The ability to provide website capabilities or not will not be utilized for evaluation of bid submitted, and will not be a matter of responsiveness or responsibility.
6. **ADDITIONAL INFORMATION:**
- 6.1. Bidders shall submit a completed Additional Information Sheet, Attachment "A-1", which identifies person(s) responsible for answering questions about this bid submittal, and administering the Contract, if awarded, and shall provide information necessary for placing orders under the contract. This sheet should be provided with the bid submittal or within three (3) business days when requested by the County.
7. **ADDITIONAL DISCOUNTS:**
- 7.1. Quantity Discounts - Vendors are urged to offer additional discounts for one time delivery of large single orders. Using Agencies should seek voluntary reductions/additional price concession on large quantity purchases of any products under this Contract.
- 7.2. Best Pricing Offer - During the Contract term, if the County becomes aware of better pricing offered by the Vendor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the County the price under the Contract shall be immediately reduced to the lower price.
- 7.3. Sales Promotions - In addition to decreasing prices during Contract term due to a change in market conditions, a Vendor may conduct sales promotions involving price reductions for a specified lesser period. A Vendor shall submit to the Purchasing Division documentation identifying the proposed (1) starting and ending dates of the promotion (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers and posted conspicuously on the Vendor's Web Site.
- 7.4. The Vendor may decrease prices at any time.
8. **RETURN OF ITEMS:**
- 8.1. Vendor Error - Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Vendor or product performance, shall be returned at Vendor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Vendor will supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage will be paid by Vendor, by issuing an appropriate label to the Ordering Entity via e-mail, preferably; and Vendor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.
- 8.2. Ordering Entity Error - Standard stock supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product shall be in resalable condition (original container, unused). There shall be no restocking fee for returned products that are resalable.
9. **SUBSTITUTION OF SUPPLIES AND EQUIPMENT:**

## **SPECIFICATIONS AND REQUIREMENTS**

- 9.1. Prior written approval of the Contract Administrator is required for substitution of equipment. The County retains sole discretion to accept and approve such requests when deemed to be in the County's best interest. The Using Agency reserves the right to reject a product deemed by the Contract Administrator to be equivalent to the specified commodity. The County recognizes that technology is changing rapidly; therefore, on such models a determination as to acceptability will be done on a case-by-case basis. All substitutes shall be offered at the awarded price or lower.

### **10. MANUFACTURER/PRODUCT ADDITIONS/DELETIONS:**

- 10.1. The County reserves the right to add manufacturer/product additions to this contract. Additions may result from, but are not limited to, additional needs and replacements for discontinued manufacturers or products. In such events, any manufacturer/product submitted for addition to the contract will not be approved for unless the prices are competitive with the prices agencies have been paying for like items. Vendor shall provide the County with a proposed price based upon a procedure or formula which is the same or very similar to that used in establishing the price as contained in the Vendor's bid.
- 10.2. Any proposed manufacturer/product additions offered shall satisfy all criteria specified in the bid documents and the terms of the Contract, and shall be limited to the electrical categories listed in the bid sheets.
- 10.3. Manufacturers/products may be added to the contract at a price mutually acceptable to both the County and the Vendor. If the price offered is not acceptable to the County, and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to procure electrical supplies from other vendors.
- 10.4. Any manufacturer/product added to the contract must be approved by the Director of Purchasing or designee.
- 10.5. The County reserves the right to delete manufacturers/products from this contract in the best interest of the County. In such events, contract prices will not be adjusted.

### **11. NOTICE OF NON-COMPLIANCE (VENDOR COMPLAINTS):**

- 11.1. Formal Vendor Complaints made by users copying the Purchasing Division are to be corrected within the deadline specified in the formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints in a timely manner may result in the cancellation of this contract.

### **12. WARRANTY:**

- 12.1. At a minimum of 1 year standard manufacturer warranty.
- 12.2. A copy of the manufacturer's standard warranty will be in the County's name and provided at time of delivery

### **13. SHIPPING/DELIVERY:**

- 13.1. All prices must be bid FOB destination, freight included to various Broward County locations as indicated by the Purchase Order. No additional charges will be allowed.

### **14. INVOICE/PAYMENTS:**

- 14.1. Services may be requested and paid using a Broward County Purchase Order or a Procurement Card (P-Card).

## **SPECIFICATIONS AND REQUIREMENTS**

14.2. Vendor will not impose any additional charges for using the P-Card.

14.3. There will be no minimum order amount for purchase order or P-Card.

## SPECIFICATIONS AND REQUIREMENTS

### ATTACHMENT "A-1"

#### ADDITIONAL INFORMATION SHEET

NAME OF COMPANY: \_\_\_\_\_

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

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

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

If the person responsible for answering questions about this bid is different from the person identified above, please provide the same information for that person.

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

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

#### Ordering Information:

Please provide the following information regarding where Using Agencies should direct orders. You must provide a regular mailing address.

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

Title: \_\_\_\_\_

Street Address or P.O. Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Ordering Fax Number: \_\_\_\_\_

Internet Address: \_\_\_\_\_

Remit Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Web Site Address (For Broward County Contract) \_\_\_\_\_

**NOTE: Duplicate as necessary for multiple ordering locations.**

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

### **Electrical Maintenance, Repair and Operational Supplies (MRO)**

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

Vendors are invited to respond for an open-end contract to provide Electrical Maintenance, Repair and Operational (MRO) Supplies for Water and Wastewater Services 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 one 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.

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

Vendor should submit with the bid photographs, drawings, current manufacturer's catalogues, or product literature on items offered. However, this information must be submitted within three calendar days when requested by Broward County Purchasing Division. Literature should be clearly marked as to each item number. Failure on the part of the vendor to submit the requested literature and/or catalogues may result in their bid being declared non-responsive.



C. Office of Economic and Small Business Requirements:

This solicitation is open to the general marketplace.

CBE firms are encouraged to bid; however, it is not mandatory to be a CBE firm to bid. The County has an overall objective in achieving cumulative 25% CBE participation over the life of the contract.

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision 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.

Vendor shall perform the Work with its own organization, amounting to not less than 100 percent of the Contract Price.

F. Multiple Awards:

Awards will be made to all responsive and responsible bidders. It is the intent of the County to place orders with the lowest price responsive and responsible bidder. The County reserves the right to place orders with other awarded vendors, in the event of an urgent, immediate need and/or delivery time and availability of product as requested cannot be met by the lowest price vendor at the time of need. The County reserves the right to solicit for additional sources.

## General Conditions

These are standard instructions for Invitations to Bid and Quotation Requests issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

### 1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
  - (b) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
  - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
  - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and

time.

5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
  - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
  - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
  - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
  - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
  - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
  - (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 of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
  - (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** 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 comparison purposes only. The County 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, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided 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.
8. **Contract Period (Open-End Contract):** The initial contract period shall start and

terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. ***In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.***

9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced. A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award 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 Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
  - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). 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. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
  - (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party 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 breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.
13. **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 shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any 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. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept

any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this contract may be retained by County until all of County's claims for indemnification pursuant to this contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the

enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the

provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

26. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
27. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
  - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
  - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
  - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
  - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon 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 may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

28. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this



solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

29. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
30. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
  - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
  - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
31. **Audit Right and Retention Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.
- Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.
32. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be

obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

33. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.
34. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
35. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.
- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the 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 there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
36. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the 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 debarment of the Vendor.
37. **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. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-

6200.

38. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
39. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
40. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
41. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
42. **Samples:** Samples or drawings, when required, shall be 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 the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
43. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. 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 their own manufacture.
44. **Vendor Evaluation:** The Contract Administrator will document the Vendor'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 the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor 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 the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
45. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
46. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

### VENDOR ACKNOWLEDGEMENT

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

1. LEGAL BUSINESS NAME:
2. FEDERAL EMPLOYER I.D. NO. (FEIN):
3. DUN AND BRADSTREET NO.:
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable):
6. PRINCIPAL PLACE OF BUSINESS ADDRESS:
7. TELEPHONE NO.:  FAX NO.:
8. TYPE OF BUSINESS (check appropriate box):
 

☐ Corporation (Specify the State of Incorporation):   
☐ Sole Proprietor      ☐ Limited Liability Corporation (LLC)      ☐ Limited Partnership  
☐ General Partnership (State and County filed in)   
☐ Other – Specify
9. AUTHORIZED CONTACT FOR YOUR FIRM:
 

Name:   
 Telephone Number:   
 E-mail:

Title:   
 Fax Number:
10. LIST ALL ADDENDA ACKNOWLEDGED:

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

\*AUTHORIZED SIGNATURE/NAME
TITLE
DATE

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

## VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/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 Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:

a)	
b)	
c)	
d)	

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

--

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

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☐ Yes ☐ No

5. 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 purchaser? ☐ Yes ☐ No  
The County reserves the right to verify prior to a recommendation of award. ☐ N/A (if service)

6. 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 a written response. ☐ Yes ☐ No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. ☐ Yes ☐ No

8. 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 a written response. ☐ Yes ☐ No

9. 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 a written response. ☐ Yes ☐ No

10. 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 a written response, including contact information for owner and surety company. ☐ Yes ☐ No

Vendor Name:

11. 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

12. Would your firm accept a Visa credit card as payment from Broward County? ☐ Yes ☐ No
13. Living Wage solicitations only: In determining what, if any, fiscal impacts(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 this contract. Living Wage had an effect on the pricing. ☐ Yes ☐ No  
☐ N/A

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

14. 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), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

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

**Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:**

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

	5
	6

16. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No
17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☐ No
18. What equipment does your firm own that is available for this contract?

	5
	6

Vendor Name:

19. 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 personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference No. 1:**

Scope of Work:

--

Contract/Project Title:

--

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Reference No. 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Reference No. 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Name of Vendor:**

**Litigation History Requirement:**

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with 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. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
  - 2. An allegation of 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;
  - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
  - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.



**LITIGATION HISTORY FORM**

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

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

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

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

## DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

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

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

## DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

**AUTHORIZED SIGNATURE/ NAME**

**TITLE**

**DATE**

### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

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

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

_____	_____	_____	_____
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>

Broward County Board of  
**Commodities Purchase and Delivery**  
**No proof of insurance is required.**


Bid Y1422005B2

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined		
	Personal Injury		
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		\$
<input type="checkbox"/> <b>WORKER'S COMPENSATION</b> U.S. Longshoremen & Harbor Workers Act / & is required for activities on navigable waters	<b>STATUTORY</b>	(each accident)	
<input type="checkbox"/> <b>EMPLOYER LIABILITY</b>		(each accident)	\$500 K
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY</b>	claims-made form		
<input type="checkbox"/> <b>PROPERTY COVERED BY BUILDER'S RISK "ALL RISK" WITH WIND &amp; FLOOD</b> Coverage must remain in force until written final acceptance by County.  <b>or Installation Floater (see below)</b>	Maximum Deductible: \$10 k  <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b> CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value</b>
<input type="checkbox"/> Installation floater is required for any remodel, renovation, or installation over \$50 k if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value</b>
Description of Operations/Locations/Vehicles <b>"Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability.</b>			

**Certificate Holder:**  
 Broward County  
**Tiffany A. Holliman- WWS- Ops**  
 2555 West Copans Road,  
 Pompano Beach, FL 33069

Updated Oct 2015

Digitally signed by JACQUELINE BINNS  
 DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=JACQUELINE BINNS  
 Date: 2015.10.19 16:15:43 -04'00'

  
 Risk Management Division

## Question and Answers for Bid #Y1422005B2 - Electrical Maintenance, Repair and Operational Supplies (MRO)

### Overall Bid Questions

There are no questions associated with this bid.