

## **Solicitation OPN2127495F1**

### **Sloan Plumbing Parts**

### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## **Bid OPN2127495F1 Sloan Plumbing Parts**

Bid Number **OPN2127495F1**  
Bid Title **Sloan Plumbing Parts**  
  
Bid Start Date **In Held**  
Bid End Date **Nov 15, 2023 2:00:00 PM EST**  
Question &  
Answer End Date **Nov 10, 2023 5:00:00 PM EST**

Bid Contact **Salustio Jaramillo**  
**Purchasing Agent**  
**Purchasing Division**  
**954-357-6066**  
**sajaramillo@broward.org**

Contract Duration **Not Applicable**  
Contract Renewal **Not Applicable**  
Prices Good for **Not Applicable**

**Bid Comments**

**This Request for Information (RFI)/ Notice of Intent to Designate Sole Source/Sole Brand is intended to ascertain whether the commodity or service specified below is currently available from multiple providers/brands. This is not a request for pricing or a commitment to purchase.**

**The following products are thought to be available from only a single source/brand. This RFI/Notice of Intent to Designate Sole Source/Sole Brand will remain posted until the due date and time indicated. Vendors should submit response electronically through Periscope S2G. Vendor should upload any supporting information in Periscope S2G to assist in determining if product or service is comparable.**

**Commodity/Service: Sloan Plumbing Parts.**

**If you are capable of meeting or exceeding the specification requirements for this product or equal, respond to this RFI/Notice of Intent to Designate Sole Source/Sole Brand through Periscope S2G. Provide product literature for any product to assist in determining if product is comparable. The Director of Purchasing shall have sole authority in deciding what is comparable.**

**Prospective Vendors are requested to provide information regarding their ability to supply the commodities or contractual services described or written explanation or other documentation contesting the proposed designation as a Sole Source/Sole Brand. Prospective Vendors will be considered only if they provide documentation demonstrating that they are capable of meeting or exceeding the specification requirements stated herein. All Vendor responses will be evaluated by the Director of Purchasing who shall have sole authority in establishing the approved equal status of the commodity or service offered by the vendor.**

**The Director of Purchasing shall consider such submittals and notify all submitting vendors of the decision whether to designate as a Sole Source/Brand, which decision shall not be subject to objection, protest, or appeal.**

### **Item Response Form**

|                       |                                                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------------------------|
| Item                  | <b>OPN2127495F1--01-01 - Sloan Plumbing Parts</b>                                                                  |
| Quantity              | <b>1 contract</b>                                                                                                  |
| Unit Price            | <input type="text"/>                                                                                               |
| Delivery Location     | <b>Broward County Board of County<br/>Commissioners</b>                                                            |
|                       | <u>AV0019</u><br>AVIATION DEPARTMENT<br>MAINTENANCE<br>3400 SW 2ND AVE<br>FORT LAUDERDALE FL 33315<br><b>Qty</b> 1 |
| <b>Description</b>    |                                                                                                                    |
| Sloan Plumbing Parts. |                                                                                                                    |

## Question and Answers for Bid #OPN2127495F1 - Sloan Plumbing Parts

### Overall Bid Questions

There are no questions associated with this bid.



DATE: 9/22/23

TO: Robert Gleason, Director of Purchasing

THRU:

FROM: Richard Waskiewicz, Aviation Enterprise Director of Facilities/Maintenance Division *RAW*

PROJECT TITLE: Sloan Valves and Repair Parts

REQUISITION NO.: TBD

## SOLE SOURCE/SOLE BRAND REQUEST

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

Sloan valves and repair parts are the standard for the flushometers for toilets and urinals throughout Broward County's Fort Lauderdale-Hollywood International Airport (FLL). The Aviation Department has over 1,300 toilets and urinals in FLL's terminals and auxillary buildings campus wide. In addition, through out other Broward County facilities, the standard is also Sloan with approximately 80% of the units being Sloan.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

**Only Sole Source/Uniqueness**

- ☐ Proprietary Item - this vendor/ source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- ☐ Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.
- ☐ Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."
- ☐ Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- ☐ Other – the County requires this sole source, sole brand purchase for the following reasons:

**Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)**

- ☒ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☒ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☒ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.
- ☐ Exempted from the Procurement Code – per Section 21.5 of Broward County Administrative Code.
- ☐ Other/or additional information – using this sole source, sole brand purchase benefits the County for the following reasons:

A flushometer is the entire flushing mechanism on a toilet or urinal (unit). When a piece or part of the Sloan flushometer breaks, it is replaced with a Sloan part as this is most cost and time effective option. Also, the parts are easily replaced without changing out any other connector parts or replacing the entire flushometer at a greater cost to the County. Other manufacturers do not make parts for Sloan flushometers; therefore, the whole flushometer would need to be replaced if the repair parts were to be provided by an alternate manufacturer.

**III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).**

Estimated project value: \$ 155,000.00 annually/\$775,000 Contract length (if applicable): 5

Expenses to date: \$281000

Has this commodity been previously provided to the County? ☒ Yes ☐ No

If yes, when and by whom?

Plusco

How was item/service procured?

Bid

What is the current contract (MA) or purchase order number? BLD2121952B1

If this is a sole brand, is there an "authorized" dealers list? ☒ Yes ☐ No

**Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.**

Hydrotek brand flushometers costs approximately \$1,400 per toilet/urinal unit. Toto brand flushometers have an extremely long lead time and parts turn obsolete quickly. When an entire flushometer needs to be replaced, in some circumstances based on the configuration of the plumbing, the tile and a portion of the wall to which the unit is connected would have to be removed. In addition to replacing the entire flushometer rather than just a repair part, there are additional costs for labor and material to repair and replace the bathroom wall, including the task of trying to match existing bathroom tile. This would compound the overall cost of toilet/urinal repairs and increase the out-of-service time of a toilet/urinal or perhaps the entire restroom. This would negatively impacting Airport Operations and customer experience and increase costs exponentially to the County. Also, with out sole brand designation for Sloan parts, BCAD would be required to stock Sloan parts (for retro fits of existing flushometers), as well as the new brand that may be awarded. In addition, work trucks will be required to keep voluminous part inventories and will spend more time determining which brand fits in the broken units, what part(s) are required for the repair, and what may be needed to make the other brand parts work in the unit leading to increased time out-of-service for a toilet/urinal.

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

Lisette Forrest

REQUESTOR/EVALUATOR  
(PRINT)

Lisette Forrest

Digitally signed by Lisette Forrest  
Date: 2023.09.22 14:33:08 -04'00'

REQUESTOR/EVALUATOR (SIGN)

9/22/23

DATE

Richard Waskiewicz

DEPT./DIV. DIRECTOR OR  
DESIGNEE (PRINT)



Digitally signed by Richard  
Waskiewicz  
Date: 2023.09.22 16:47:14 -04'00'

DEPT./DIV. DIRECTOR OR  
DESIGNEE (SIGN)

DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.25 and 21.26. The Purchasing Agent recommends the following:

☐ Sole Source ☒ Sole Brand ☐ Reasonable Source ☐ RFI attached ☐ Rejected

☐ Request Authorization to Negotiate

Additional Information:

The Purchasing Agent affirms that the required due diligence has been completed through Request for Information (RFI) No. OPN2127495F1 (Exhibit 1) and recommends approval of this request. RFI No. OPN2127495F1 was advertised on October 30, 2023 and opened on November 20, 2023 with 6 responses received. The responding vendors indicated they are Sloan authorized distributors. No other brands responded. It is my recommendation that Sloan Plumbing Parts be procured as a Sole Brand. Per Numbered Memorandum Sequence No. 23-01, Delegation of Approval and Award Authority dated October 12, 2023, Sole Brand must be approved by the Board prior to issuing the solicitation if award amount exceed the Director of Purchasing current approved threshold (\$500,00).

Purchasing Agent Signature:

SALUSTIO  
JARAMILLO

Digitally signed by  
SALUSTIO JARAMILLO  
Date: 2023.12.04 09:27:42  
-05'00'

Date:

Purchasing Manager:

Jose Hidalgo

Digitally signed by Jose  
Hidalgo  
Date: 2023.11.22  
08:19:53 -05'00'

### APPROVAL AUTHORITY

REASON/SUGGESTED ACTION (IF DISAPPROVED):

Signature:

Constance Mangan,  
Asst. Director, on  
behalf of

Digitally signed by Constance  
Mangan, Asst. Director, on behalf  
of  
Date: 2023.12.04 12:12:00 -05'00'

Director of Purchasing

Date:

**Bid Tabulation Packet  
for  
Solicitation OPN2127495F1**

**Sloan Plumbing Parts**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

**Bid #OPN2127495F1 - Sloan Plumbing Parts**Creation Date **Oct 30, 2023**End Date **Nov 20, 2023 2:00:00 PM EST**Start Date **Oct 31, 2023 1:37:33 PM EDT**Awarded Date **Not Yet Awarded**

| OPN2127495F1-01-01 Sloan Plumbing Parts      |                       |                                                                                                                                                                                                                                                                              |             |        |      |
|----------------------------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|------|
| Supplier                                     | Unit Price            | Qty/Unit                                                                                                                                                                                                                                                                     | Total Price | Attch. | Docs |
| Best Plumbing Specialties                    | First Offer - \$0.00  | 1 / contract                                                                                                                                                                                                                                                                 | \$0.00      |        |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b><br>Yes, we can offer Sloan Plumbing Parts                                                                                                                                                                            |             |        |      |
| MSC Industrial Supply Co.                    | First Offer - \$0.01  | 1 / contract                                                                                                                                                                                                                                                                 | \$0.01      |        |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b> MSC Industrial Supply Co. is an Authorized Distributor of Sloan Plumbing Parts.                                                                                                                                      |             |        |      |
| The Tools Man, Inc.                          | First Offer - \$1.00  | 1 / contract                                                                                                                                                                                                                                                                 | \$1.00      |        |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b> SLOAN PARTS<br><b>Supplier Notes:</b> We have over SLOAN parts available as we have a direct source for these parts.                                                                                                                           |             |        |      |
| LAMF IMPORT & EXPORT CORP.                   | First Offer - \$1.00  | 1 / contract                                                                                                                                                                                                                                                                 | \$1.00      | Y      |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b> We are a company based out Miami, FL and procure for the local and international market. We have placed orders for Miami Dade County, Parks & Recreation, Medical Examiners, Cultural Affairs and Internal Services. |             |        |      |
| Plusco Supply                                | First Offer - \$8.86  | 1 / contract                                                                                                                                                                                                                                                                 | \$8.86      | Y      |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b> 0315251<br><b>Supplier Notes:</b><br>.474 multiplier same as before                                                                                                                                                                            |             |        |      |
| apple specialties [Ad]                       | First Offer - \$46.00 | 1 / contract                                                                                                                                                                                                                                                                 | \$46.00     | Y      |      |
| <b>Product Code:</b><br><b>Agency Notes:</b> |                       | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b><br>46% DISC. off Sloan list price book date- 02/05/2023<br>We are master dist. for Sloan valve                                                                                                                       |             |        |      |

**Supplier Totals**

|                                    |                                                                                                                   |               |                                                        |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------|
| <b>f Best Plumbing Specialties</b> |                                                                                                                   | <b>\$0.00</b> |                                                        |
| Bid Contact                        | <b>Amber Carr</b><br><b>contracts@bestplumbingonline.com</b><br><b>Ph 800-448-6710</b><br><b>Fax 800-700-2378</b> | Address       | <b>3039 Ventrie Ct.</b><br><b>Myersville, MD 21773</b> |

|                                                                                                 |                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>Agency Notes:</div> <div>Bid Notes</div> <div>Yes, we can offer Sloan Plumbing Parts</div> | <div>Supplier Notes:</div> <div>Head Atch:</div>                                                                                                                                                                                                                                                                                                        |
| <div>f MSC Industrial Supply Co.</div> <div>\$0.01</div>                                        | <div>Agency Notes:</div> <div>Bid Contact</div> <div>Scott McCamant</div> <div>mccamants@mscdirect.com</div> <div>Ph 770-739-2119</div> <div>Supplier Notes:</div> <div>Head Atch:</div>                                                                                                                                                                |
| <div>f LAMF IMPORT &amp; EXPORT CORP.</div> <div>\$1.00</div>                                   | <div>Agency Notes:</div> <div>Bid Notes</div> <div>Attached are some of the master distributors we have worked with.</div> <div>Supplier Notes:</div> <div>Head Atch:</div>                                                                                                                                                                             |
| <div>f The Tools Man, Inc.</div> <div>\$1.00</div>                                              | <div>Agency Notes:</div> <div>Bid Contact</div> <div>Trina Gonzalez</div> <div>customercare@thetoolsman.com</div> <div>Ph 954-581-2546</div> <div>Fax 954-495-9376</div> <div>Supplier Code</div> <div>VC0000110443</div> <div>Qualifications</div> <div>CB E DBE MBE SB SBE SBE/CBE APPLICATION</div> <div>Supplier Notes:</div> <div>Head Atch:</div> |
| <div>f Plusco Supply</div> <div>\$8.86</div>                                                    | <div>Agency Notes:</div> <div>Bid Contact</div> <div>Brett Miller</div> <div>pluscosupply@gmail.com</div> <div>Ph 561-241-9666</div> <div>Bid Notes</div> <div>.474 multiplier same as before</div> <div>Supplier Notes:</div> <div>Head Atch:</div>                                                                                                    |
| <div>f apple specialties [Ad]</div> <div>\$46.00</div>                                          | <div>Agency Notes:</div> <div>Bid Contact</div> <div>gerard tilton</div> <div>csorny5231@aol.com</div> <div>Ph 631-886-2160</div> <div>Qualifications</div> <div>SB</div> <div>Supplier Notes:</div> <div>Head Atch:</div>                                                                                                                              |

## Best Plumbing Specialties

|                                                                                                                                                                                                                                                        |                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <p>Bid Contact    <b>Amber Carr</b><br/> <b>contracts@bestplumbingonline.com</b><br/> <b>Ph 800-448-6710</b><br/> <b>Fax 800-700-2378</b></p> <p>Qualifications    <b>SB</b></p> <p>Bid Notes        <b>Yes, we can offer Sloan Plumbing Parts</b></p> | <p>Address    <b>3039 Ventrie Ct.</b><br/> <b>Myersville, MD 21773</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|

| Item #              | Line Item            | Notes                                                                                                 | Unit Price                  | Qty/Unit     | Attch. Docs   |
|---------------------|----------------------|-------------------------------------------------------------------------------------------------------|-----------------------------|--------------|---------------|
| OPN2127495F1--01-01 | Sloan Plumbing Parts | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b><br>Yes, we can offer Sloan Plumbing Parts | <b>First Offer - \$0.00</b> | 1 / contract | <b>\$0.00</b> |

Supplier Total        **\$0.00**

## MSC Industrial Supply Co.

Bid Contact **Scott McCamant**  
**mccamans@mscdirect.com**  
**Ph 770-739-2119**

Address **6700 Discovery Blvd.**  
**Mableton, GA 30126**

| Item #              | Line Item                  | Notes                                                                                                                                       | Unit Price                  | Qty/Unit     | Attch. Docs   |
|---------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------|---------------|
| OPN2127495F1--01-01 | Sloan<br>Plumbing<br>Parts | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b> MSC Industrial Supply Co. is an Authorized Distributor of Sloan Plumbing Parts. | <b>First Offer - \$0.01</b> | 1 / contract | <b>\$0.01</b> |
| Supplier Total      |                            |                                                                                                                                             |                             |              | <b>\$0.01</b> |

## LAMF IMPORT & EXPORT CORP.

Bid Contact **Monica Fernandez**  
**sales@lamfexp.com**  
**Ph 786-382-1957**

Address **1057 NW 129 AVENUE**  
**Miami, FL 33182**

Bid Notes **Attached are some of the master distributors we have worked with.**

| Item #              | Line Item                  | Notes                                                                                                                                                                                                                                                                            | Unit Price                  | Qty/Unit     | Attch.        | Docs     |
|---------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------|---------------|----------|
| OPN2127495F1--01-01 | Sloan<br>Plumbing<br>Parts | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b> We are a company based out Miami, FL and procure for the local and international market. We have placed orders for Miami Dade County, Parks & Recreation, Medical Examiners, Cultural Affairs and Internal Services. | <b>First Offer - \$1.00</b> | 1 / contract | <b>\$1.00</b> | <b>Y</b> |

Supplier Total **\$1.00**

**LAMF IMPORT & EXPORT CORP.**

Item: **Sloan Plumbing Parts**

**Attachments**

Sloan Fixture Cross Reference Guide.pdf

CF2147.pdf

US Line Card.pdf

Plumbing Line Card Guillens.pdf

**The Tools Man, Inc.**

Bid Contact **Trina Gonzalez**  
**customercare@thetoolsman.com**  
**Ph 954-581-2546**  
**Fax 954-495-9376**

Address **5500 SW 48th ST**  
**Suite B**  
**Davie, FL 33314**

Supplier Code VC0000110443

Qualifications **CBE DBE MBE SB SBE SBE/CBE APPLICATION**

| Item #              | Line Item                  | Notes                                                                                                                                                           | Unit Price                  | Qty/Unit     | Attch. Docs   |
|---------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------|---------------|
| OPN2127495F1--01-01 | Sloan<br>Plumbing<br>Parts | <b>Supplier Product Code:</b> SLOAN<br>PARTS<br><br><b>Supplier Notes:</b> We have over<br>SLOAN parts available as we have<br>a direct source for these parts. | <b>First Offer - \$1.00</b> | 1 / contract | <b>\$1.00</b> |
| Supplier Total      |                            |                                                                                                                                                                 |                             |              | <b>\$1.00</b> |

## Plusco Supply

Bid Contact **Brett Miller**  
**pluscosupply@gmail.com**  
**Ph 561-241-9666**

Address **6350 E rogers circle**  
**Boca Raton, FL 33487**

Bid Notes  
**.474 multiplier same as before**

| Item #              | Line Item            | Notes                                                                                                 | Unit Price                  | Qty/Unit     | Attch. Docs     |
|---------------------|----------------------|-------------------------------------------------------------------------------------------------------|-----------------------------|--------------|-----------------|
| OPN2127495F1--01-01 | Sloan Plumbing Parts | <b>Supplier Product Code:</b> 0315251<br><br><b>Supplier Notes:</b><br>.474 multiplier same as before | <b>First Offer - \$8.86</b> | 1 / contract | <b>\$8.86 Y</b> |

Supplier Total **\$8.86**

**Plusco Supply**

Item: **Sloan Plumbing Parts**

**Attachments**

sloan25broward.xlsx

## apple specialties

Bid Contact **gerard tilton**  
**csorny5231@aol.com**  
**Ph 631-886-2160**

Address **2042 n. country road**  
**wading river, NY 11792**

Qualifications **SB**

| Item #              | Line Item                  | Notes                                                                                                                                                            | Unit Price                   | Qty/Unit     | Attch. Docs      |
|---------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------|------------------|
| OPN2127495F1--01-01 | Sloan<br>Plumbing<br>Parts | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b><br>46% DISC. off Sloan list price<br>book date- 02/05/2023<br>We are master dist. for Sloan<br>valve | <b>First Offer - \$46.00</b> | 1 / contract | <b>\$46.00 Y</b> |

Supplier Total **\$46.00**

**apple specialties**

Item: **Sloan Plumbing Parts**

**Attachments**

Sloan letter.pdf

Broward County Board of  
County Commissioners

208 Ellis Road ♦ Havertown, PA ♦ 19083 ♦ Phone 610-446-4945 ♦ Fax 610-446-4948

September 16, 2008

To Whom It May Concern:

Apple Specialties is a distributor for the Sloan Valve Company product lines.

Regards,

A handwritten signature in dark ink, appearing to read "Patrick Daly", is written over the printed name.

Patrick Daly

Northeast Regional Sales Manager

[Patrick.daly@sloanvalve.com](mailto:Patrick.daly@sloanvalve.com)

## **Solicitation OPN2127851B1**

### **Sloan Plumbing Parts and Supplies**

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



**Broward County Board of County Commissioners**

## **Bid OPN2127851B1**

### **Sloan Plumbing Parts and Supplies**

Bid Number **OPN2127851B1**  
Bid Title **Sloan Plumbing Parts and Supplies**

Bid Start Date **Jan 23, 2024 3:11:13 PM EST**  
Bid End Date **Feb 9, 2024 2:00:00 PM EST**  
Question &  
Answer End Date **Feb 2, 2024 5:00:00 PM EST**

Bid Contact **Salustio Jaramillo**  
**Purchasing Agent**  
**Purchasing Division**  
**954-357-6066**  
**sajaramillo@broward.org**

Contract Duration **Not Applicable**  
Contract Renewal **4 annual renewals**  
Prices Good for **30 days**

Bid Comments **Scope of Work: This solicitation is for the purchase of Sloan brand plumbing parts and supplies for the Broward County Aviation Department and various other Broward County agencies in accordance with the Specifications and Requirements.**

**Goal Participation: This solicitation is open to the general marketplace.**

**Allowance Amounts: The solicitation includes pass-thru allowances. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on final bid tabulation.**

**Basis of Award: It is the County's intent to award this contract to the lowest responsive, responsible bidder with the highest discount off catalog list price.**

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

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

**Link for form submittal: Ownership Disclosure Form**

**In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.**

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

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

**Item Response Form**

Item **OPN2127851B1--01-01 - Discount from List Sloan Parts and Supplies**

Quantity **1 lump sum**

Percentage

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

AV0019

AVIATION DEPARTMENT

MAINTENANCE

3400 SW 2ND AVE

FORT LAUDERDALE FL 33315

**Qty 1**

**Description**

Sloan brand parts and supplies at a fixed percentage discount off OEM published price listing, per Specifications and Requirements (offered percentage shall be rounded to the nearest whole number). Enter fixed percentage discount in "percentage" box.

Estimated annual value is \$155,000.00

## **SPECIFICATIONS AND REQUIREMENTS SLOAN PARTS AND SUPPLIES**

### **1. SCOPE**

The Broward County Aviation Department (BCAD) Maintenance Division is seeking a Contractor to provide and deliver Sloan® plumbing parts, supplies and equipment for the Fort Lauderdale-Hollywood International Airport (FLL).

### **2. DETAILED PRODUCT DESCRIPTION**

Sloan replacement parts, supplies and equipment for Sloan urinals, vacuum breakers, flushometers, faucets and various other Sloan plumbing products.

### **3. FIXED PERCENTAGE DISCOUNT/CATALOG/PRICE LIST**

- 3.1 Parts shall be priced at a single, firm fixed percentage discount from the current manufacturer's price list/catalog.
- 3.2 The Contractor shall indicate their single firm fixed percentage discount from the most current manufacturer's price list. The percentage discount offered shall remain firm throughout the term of the contract.
- 3.3 Percentage markups are not acceptable. However, the Contractor may offer a fixed percentage discount of zero percent.
- 3.4 Contractor shall provide an electronic version of a Replacement Parts Price List in, Microsoft Word™ or Microsoft Excel™, or web link with current prices and effective dates with their response.
- 3.5 Contractor is responsible for providing a current Replacement Parts Price List should any new parts be added. Contractor will provide an updated Replacement Parts Price List on an annual basis throughout the duration of the contract.

### **4. GENERAL INSTRUCTIONS**

- 4.1 Parts and supplies will be invoiced at manufacturer list price less bidder's discount percentage on the Item Response Form of this solicitation.
- 4.2 No distressed, damaged or products deemed to be unfit for use will be accepted.
- 4.3 Only new products will be accepted.
- 4.4 The County will request a price confirmation for each new order.
- 4.5 Contractor shall provide a written quote that includes, but not limited to:
  - Contractor quote number
  - Broward County contract number
  - Brand name
  - Part number
  - Description

- Unit price
- Discount price
- Extended price

- 4.6 Exact quantities ordered will be included in the Purchase Order.
- 4.7 The Contractor shall be responsible for replacement of damaged goods at Contractor expense.
- 4.8 All products delivered shall be the exact product identified on the Contractor's bid. Substitutions will not be accepted.
- 4.9 The Contractor is required to expressly warrant that all items delivered will be new and free from all defects. The Contractor is responsible for supplying the original warranties or guarantees to the Contract Administrator, and the terms contained therein, covering replacement components.

**5. PASS-THRU FOR FREIGHT/SHIPPING CHARGES**

- 5.1 Shipping Allowance: This solicitation includes an annual allowance of \$10,000 for undetermined shipping/freight costs.
- 5.2 Contractor will charge the County the same invoice prices charged by their Shipping Contractor. Contractor shall consolidate shipping to ensure "Best Freight" Charges.
- 5.3 The allowance amount is only an estimate. Payment is not guaranteed and is only paid based on actual costs incurred by the Contractor.
- 5.4 Contractor must charge Broward County the same invoice prices as it is charged by its freight company. No mark-up or additional fees are allowed on payment of allowance items.
- 5.5 A copy of the invoice shall be submitted with the Contractor's invoice for payment. The County reserves the right to request verification.

**6. DELIVERY AND SHIPPING**

- 6.1 Delivery is desired within 30 calendar days after receipt of Purchase Order.
- 6.2 Delivery is FOB Destination, refer to General Conditions 6 (b).
- 6.3 Delivery shall be made to the following location:
- Broward County Aviation Maintenance Division  
Attn: Warehouse  
3400 SW 2<sup>nd</sup> Ave  
Fort Lauderdale, FL 33315  
(954) 359-7295
- 6.4 Delivery hours are 8:00 a.m. – 3:00 p.m., Monday through Friday, excluding Holidays.
- 6.5 Items shall be shipped, packaged, and wrapped to prevent scratches and other damages while in transport or storage.
- 6.6 Back-ordered items should be clearly indicated on packing slip. Packing slips shall be attached to the outside of each shipment and must reference the County purchase order number.

- 6.7 Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at Contractor's expense.
- 6.8 All material must be shipped in the original manufacturer's packaging including labeling denoting contents.

**7. ACCEPTANCE**

- 7.1 The parts delivered under this bid shall remain the property of the seller until a physical inspection is made and thereafter accepted to the satisfaction of the County.
- 7.2 In the event the material supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel the order.

**8. PRODUCT LITERATURE**

Contractor shall provide parts manuals in book, CD format, or web-link at time of delivery of each shipment.

**9. WARRANTY**

- 9.1 Twelve (12) months minimum manufacturer's warranty against defects in materials and workmanship shall be provided.
- 9.2 All warranty information shall be provided to the County, listing Broward County as the original purchaser, upon delivery and final acceptance. All warranties shall begin on date of final acceptance by County and shall be administered through awarded prime contractor.

**10. INVOICING/PAYMENT**

- 10.1 Payments must be made in accordance with the General Conditions of this solicitation.
- 10.2 Invoice must include the Broward County Purchase Order (PO) number, contact name on PO, brand name, model/part number, description, unit price, quantity, percentage discount offered, and extended price.
- 10.3 Payment will be processed after goods have been received, accepted, and properly invoiced. Payment may be withheld for failure of Contractor to comply with any term, condition, and/or requirement of the Contract.
- 10.4 All invoices and back up documentation should be sent via email to [AVMInvoices@broward.org](mailto:AVMInvoices@broward.org) and to the Agency contact listed on each Purchase Order. Payments for all goods 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 Ordinance.

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

**Sloan Plumbing Parts and Supplies**

**A. Scope:**

Vendors are invited to respond for an open-end contract to furnish Sloan Plumbing Parts and Supplies for the Aviation Department and various other Broward County agencies that may have need of these services and products.

**B. Contract Type:**

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

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

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

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

Not applicable to this solicitation.

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

**D. Specifications and Requirements:**

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

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

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

The Vendor should submit with their response photographs, drawings, current manufacturer's catalogues, or product literature on the items offered. If not submitted with their response, this information must be submitted within three calendar days after request by Broward County Purchasing Division. Literature should be clearly marked as to each item number. The Vendor's failure to submit the requested literature and/or catalogues may result in their bid being declared nonresponsive.

**E. Vendor Responsibilities:**

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

**F. Basis of Award:**

It is the County's intent to award this contract to the lowest responsive, responsible bidder with the highest discount off catalog list price.

**G. Federal Transit Administration Requirements:**

Not applicable to this solicitation.

**H. Allowances:**

The solicitation includes an annual allowance amount for the below item(s):

Freight/Shipping:                      \$10,000 annually

The following shall apply to payment of allowances:

- a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.
- b. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
- c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
- d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.

**I. Drug Free Workplace Certification:**

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

## **GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

Vendor represents and certifies the following:

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

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

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

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

### **1. Responses.**

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

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

### **2. Withdrawal.**

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

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

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

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

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

## 5. Addenda.

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

## 6. Prices.

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

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

## 7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County

Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

#### **8. Qualifications of Vendors.**

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

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

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

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

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

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5<sup>th</sup>) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5<sup>th</sup>) business day after the proposed award or ranking is posted on the Purchasing Division's website.

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes

specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

**11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.**

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

**12. Prohibited Telecommunications Equipment.**

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

**13. Criminal History Screening Practices.**

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

**14. Entities of Foreign Concern.**

If Vendor or any subcontractor will have access to an individual's personal identifying information under the awarded contract, Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Vendor and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this solicitation shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if

awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

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

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

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

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

**18. Contingency Fees.**

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

**19. Local Business Tax Receipt Requirements.**

Unless exempt under applicable law, any Vendor maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division ("Business Tax Receipt") prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

**20. Dun & Bradstreet Report Requirement.**

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

**21. Samples.**

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

**22. "Or Equal" Clause.**

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

**23. Legal Requirements.**

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

**C. TERMS AND CONDITIONS OF CONTRACT**

**1. Contract Period.**

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board, or as otherwise authorized by Section 21.53 of the Procurement Code. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes and, if applicable, Chapter 212, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

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

### 3. Invoice and Payment.

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

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

### 4. Termination.

(a) **Availability of Funds.** In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

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

### 5. Conditions and Packaging.

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

**6. Safety Standards.**

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

**7. Rejection of Nonconforming Items.**

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

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

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

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

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

**10. Insurance.**

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

**11. Indemnification.**

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by breach of this contract by Contractor or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

**12. Notice.**

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

*For the County:*

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, Florida 33301-1801

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

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

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.**

**14. Patents and Royalties.**

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

**15. Assignment; Subcontractors.**

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

**16. Equal Employment Opportunity.**

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

**17. Criminal History Screening.** *[Generally applicable to contracts over \$100,000]*

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

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

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

**19. Public Records.**

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

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

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

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6066, PURCHASINGRECORDS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.**

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn declaration or affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**20. Audit Right and Retention Records.**

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Contractor shall make all such records and documents available electronically in common file formats or via remote access if and to the extent requested by the County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice. Contractor shall provide the County with reasonable access to Contractor's facilities, and the County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract.

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

**21. Ownership of Documents.**

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

**22. Special Notice.**

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

**23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.**

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

**24. Warranties and Guarantees.**

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

**25. Independent Contractor.**

The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

**26. Regulatory Capacity.**

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

**27. Sovereign Immunity.**

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract.

**28. Third-Party Beneficiaries.**

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

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

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

**30. E-Verify.**

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

**31. Ownership Disclosure Form.**

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

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

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

**33. Amendments; Severability.**

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

Rev. 9/11/2023  
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**VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

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

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

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

Generic e-mail for purchase orders:

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ N/A (if service)

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

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

☐ Yes ☐ No

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

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

**Reference 1:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

**Reference 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

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

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

### For Invitation for Bids:

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

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

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

#### 1. Domestic Partnership Responsiveness Requirement

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

#### 2. Domestic Partnership Tiebreaker

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

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

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

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

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

|  |  |  |  |
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|--|--|--|--|

**Authorized Signature/Name**

**Title**

**Vendor**

**Date**

Revised January 24, 2023

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

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

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

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

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

**For Request for Proposals:**

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

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

This does not substitute for certification or application for certification.

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

Vendor Name

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

Revised May 1, 2021

## LOCATION CERTIFICATION

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

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

### For Invitation for Bids:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Broward County local business tax receipt.

**Option 3 (Locally Based Subsidiary)**

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

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

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

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

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

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

**Indicate Local Business Location:**

**True and Correct Attestations:**

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

### LITIGATION HISTORY FORM

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

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

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

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court  
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

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

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

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

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

**Authorized Signature/Name**

**TITLE**

**Vendor Name**

**DATE**

Revised May 1, 2021

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### CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

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

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

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

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

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

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised June 17, 2022

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

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

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: ☐ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

Broward County Board of  
**INSURANCE REQUIREMENTS**  
**PURCHASE OF SLOAN PLUMBING PARTS AND SUPPLIES**  
**NO Vendor On Site**

Bid OPN2127851B1

**\*\*NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER\*\***

To the vendor: This waiver should NOT be interpreted to mean that no insurance is required. It only means that proof of insurance is waived for the services noted herein. Any deviation is subject to the approval of Risk Management

| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ADD<br>L<br>INSD                    | SUBR<br>WVD                         | MINIMUM LIABILITY LIMITS                   |                                                                                                                                                                                    |                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                                            | Each Occurrence                                                                                                                                                                    | Aggregate                                   |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury                              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Property Damage                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Combined Bodily Injury and Property Damage | <b>\$2 mil landside<br/>\$5 mil airside</b>                                                                                                                                        | <b>\$2 mil landside<br/>\$5 mil airside</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Personal Injury                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Products & Completed Operations            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                                            |                                                                                                                                                                                    |                                             |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i><br><br><b>Access to airside not permitted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury (each person)                |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Bodily Injury (each accident)              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Property Damage                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Combined Bodily Injury and Property Damage | <b>\$300k landside if vehicles are used to transport vendor to airport</b><br><br><b>\$1 mil landside if vehicles are used in vendors operation.</b><br><br><b>\$5 mil airside</b> |                                             |
| <input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                            |                                                                                                                                                                                    |                                             |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                 | <input checked="" type="checkbox"/> | Each Accident                              | <b>STATUTORY LIMITS</b>                                                                                                                                                            |                                             |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Each Accident                              | <b>\$1mil</b>                                                                                                                                                                      |                                             |
| <input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY COSTS</b> <b>** this is required if consultant or it's subcontractor when testing or investigating by digging or drilling on any airport property or the use of any hazardous materials or the risk of disturbing any hazardous materials on airport property.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | If claims-made form:                       |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Extended Reporting Period of:              | 2 years                                                                                                                                                                            |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$25k                                                                                                                                                                              |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Extended Reporting Period of:              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$25k                                                                                                                                                                              |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$10 k                                                                                                                                                                             |                                             |
| <b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.                                                                                                                                                                                                                 |                                     |                                     |                                            |                                                                                                                                                                                    |                                             |

**CERTIFICATE HOLDER:**  
 Broward County  
 Aviation Department  
 Ft. Lauderdale-Hollywood International Airport, Suite 200  
 320 Terminal Drive  
 Fort Lauderdale, FL 33315 mx  
 1/29/2024 10:50 AM

**Tracy Meyer**  
 Digitally signed by Tracy Meyer  
 Date: 2023.09.27 08:49:49 -04'00'  
 Risk Management Division

## Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

### 1. Right to Object

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

### 2. Right to Protest

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

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

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

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

### Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

## Question and Answers for Bid #OPN2127851B1 - Sloan Plumbing Parts and Supplies

### Overall Bid Questions

There are no questions associated with this bid.



Finance and Administration Services Department  
**PURCHASING DIVISION**

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | [broward.org/Purchasing](http://broward.org/Purchasing)

## AWARD/REJECTION AUTHORITY MEMORANDUM

### OPN2127851B1 – Sloan Plumbing Parts and Supplies

#### ☒ RECOMMENDATION FOR AWARD

Vendor(s): The Millosso Group LLC dba Plusco Supply

Contract Type: ☐ Fixed <sup>[1]</sup> ☒ Open-End

Basis of Award: ☐ Low ☒ Responsive ☒ Responsible  
☐ Split <sup>[2]</sup> ☐ Multiple <sup>[3]</sup> ☐ Single <sup>[4]</sup>

Initial One-Year Term Award Amount: \$155,000

Breakdown of Initial Award Amount:

|                 |                              |
|-----------------|------------------------------|
| \$145,000       | Initial Award Amount         |
| \$10,000        | Allowance – Freight/Shipping |
| <hr/> \$155,000 | Total Initial Award Amount   |

Potential Five-Year Award Amount: \$775,000

#### AWARD JUSTIFICATION

☒ Price Analysis ☐ Clarification ☐ Waiver <sup>[5]</sup>

#### ☐ RECOMMENDATION TO REJECT <sup>[6]</sup>

Vendor(s): [Insert Name(s)]

#### REJECT JUSTIFICATION

- ☐ Does not meet specifications: [Identify area]
- ☐ Single Bidder: pricing not fair/reasonable  
[Reference justification included]
- ☐ Non-responsive (did not conform to any/all  
material aspects of solicitation): [Identify area]
- ☐ Non-responsive: [Identify area]
- ☐ Other Reason: [Insert brief description, reference  
justification included]

#### OPEN-END CONTRACT TERM(S) OR ☐ N/A (Fixed Contract)

Initial Term <sup>[7]</sup>: 6/7/2024– 6/6/2025

Number of Renewal Option(s): 4

Potential Contract Duration: 6/6/2029

Note: Term shall begin on date after expiration of current contract BLD2121952B1

#### P-CARD

P-Card not applicable for  
this contract ☒

Vendor(s)

[Insert Name(s)] Accepts:

☐ Yes ☐ No

#### ADDITIONAL INFORMATION

The purpose of this solicitation is to furnish all materials and incidentals for Sloan Plumbing Parts and Supplies for use at the Fort Lauderdale-Hollywood International Airport for the Aviation Department.

<sup>1</sup> In accordance with the Internal Control Handbook, Page 216, Chapter 10, Section G, Repairs, if a firm fixed price is not available for equipment repair, a unit must be taken to a repair shop for disassembly and determination of repair costs, and repair. (2006)

<sup>2</sup> Award different line item or group to more than one Bidder.

<sup>3</sup> Award same line item or group to more than one Bidder. (i.e., Primary, Secondary, Tertiary, etc.)

<sup>4</sup> Sole Source/Sole Brand, Reasonable Source, Emergency, and Single Bids over \$100,000 must be added to the monthly activity report to the Board of County Commissioners, and a copy of this Award Rejection Authority Memorandum should be uploaded to your final PO or Procurement Contract.

<sup>5</sup> Pursuant to Procurement Code, Section 21.37, a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the Director of Purchasing.

<sup>6</sup> Pursuant to Procurement Code, Section 21.39, after all responses are open, any or all responses may be rejected by the Director of Purchasing, provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

<sup>7</sup> Dates (Initial Term and Final Expiration) are not known until the contract is awarded. Initial term here should be 'number of months or years of initial term'.

The Office of Economic and Small Business Development did not establish Small Business Enterprise (SBE) goals for this procurement.

Incumbent: The Milloso Group LLC dba Plusco Supply; Contract No. BLD2121952B1, Sloan Plumbing Parts; Contract Term: March 9, 2021 through June 6, 2024, Expenditures to date: \$403,483.85.

The bid posted on January 23, 2024 and opened on February 9, 2024; three bids were received with zero declinations. The second low vendor is Apple Specialties and the third low vendor is Best Plumbing Specialties.

The Aviation Department has reviewed the bid submitted by The Milloso Group LLC dba Plusco Supply and concurs with the recommendation for award. The Milloso Group, LLC dba Plusco Supply has a final vendor performance evaluation of 3.96 out of 5.0.

The initial contract shall begin on the expiration of the current contract BLD2121952B1.

## SOLICITATION METHOD

- ☒ Invitation for Bid ☐ Request for Quote
- ☐ Emergency <sup>[4]</sup> ☐ Piggyback <sup>[4]</sup>  
[Insert Piggyback Contract No.]
- ☒ Sole Brand <sup>[4]</sup> ☐ Sole Source <sup>[4]</sup>
- ☐ Only Source <sup>[3]</sup>
- Date Notice posted: \*[Insert Date]  
(\*Applies to Sole Brand, Sole Source and/or Most Reasonable Source)
- Responses: Yes ☐ No ☐  
(If Yes, Director of Purchasing and/or Designee final Designation Date):  
\*[Insert Date]
- ☐ Standardized by:
- ☐ Board: [Insert Date & Item No.]
- ☐ Director of Purchasing: [Insert Date]

## SOLICITATION INFORMATION

Client Agency: Aviation Department

Requisition ID: AVM0009936

Folder No: 2127851

Posted on: January 23, 2024

Opened on: February 9, 2024

Number of Responses: 3

Number of Declinations: 0

## OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

OESBD has reviewed this solicitation and determined:

- ☐ This firm is a certified [Small Business Enterprise (SBE)/County Business Enterprise (CBE)], and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This firm met the [County Business Enterprise (CBE)/Disadvantaged Business Enterprise (DBE)], goal requirements and/or demonstrated Good Faith Effort, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This firm met the assigned Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☒ This project has been designated a sole source/sole brand, or reasonable sole source/brand, Qualified Vendors List (QVL), emergency or piggyback, therefore, this project is not subject to the OESBD requirements.

- ☐ It should be solicited to open market with no assigned goals.
- ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation.
- ☐ This is an Informal Quote. A review for SBE/CBE vendors was conducted through the CBE/DBE Directory for potential vendors.

**WHAT APPROVAL ACCOMPLISHES <sup>[8]</sup>**

- ☐ In accordance with the Broward County Procurement Code, Section 21.47.(b)(1), the Director of Purchasing may award solicitations in an amount not exceeding \$500,000, inclusive of the value of any renewals or extensions.
- ☒ In accordance with the Broward County Procurement Code, Section 21.47.(b)(2), the Director of Purchasing may award bids in any amount over \$500,000, inclusive of any extensions or renewals, contingent upon no bidder has been determined to be non-responsive or non-responsible, no protests have been filed, and more than one bidder has submitted a response, and further provided that no Commissioner has expressed an objection within five (5) days after receiving notice of intended award from the Purchasing Division.
- ☐ In accordance with the Broward County Procurement Code, Section 21.37.(b), Waiver of Technicality, a lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing.
- ☐ In accordance with Broward County Procurement Code, Section 21.39 Rejection After Bid Opening, any or all responses may be rejected by the Purchasing Director or designee, including those bids in which there is only one (1) responsive vendor.

**APPROVAL AUTHORITY**

|                                                                                                                                                     |  |                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------|
| Title: Purchasing Agent                                                                                                                             |  | Title: Purchasing Manager                                                                                    |
| <input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE                                                                     |  | <input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE                              |
| <b>SALUSTIO JARAMILLO</b><br><small>Digitally signed by SALUSTIO JARAMILLO<br/>Date: 2024.04.03 10:46:11 -04'00'</small>                            |  | <b>Jose Hidalgo</b><br><small>Digitally signed by Jose Hidalgo<br/>Date: 2024.04.03 10:48:11 -04'00'</small> |
| (Signature & Date)                                                                                                                                  |  | (Signature & Date)                                                                                           |
| Title: Director of Purchasing                                                                                                                       |  | Title:                                                                                                       |
| <input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE                                                                     |  | <input type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE                                         |
| <b>Constance Mangan,</b><br><small>Digitally signed by Constance Mangan, Asst. Director, on behalf of<br/>Date: 2024.04.12 16:30:16 -04'00'</small> |  |                                                                                                              |
| (Signature & Date)                                                                                                                                  |  | (Signature & Date)                                                                                           |

**ATTACHMENTS**

- ☒ Bid Tab
 ☒ OESBD Document
 ☒ Using Agency Concurrence
 ☒ Certificate of Insurance
- ☒ Price Analysis
 ☐ Sole Source
 ☒ Sole Brand
 ☐ Purchasing Agent Report
- ☐ Board or County Administrator Approved
 ☐ Other
- ☐ Emergency Memo

<sup>8</sup> The Award Rejection Authority Memorandum must be signed by the appropriate authority prior to Recommendation for Award (RFA) posting in accordance with the most recently issued delegation memorandum.

**Bid #OPN2127851B1 - Sloan Plumbing Parts and Supplies**Creation Date **Jan 19, 2024**End Date **Feb 9, 2024 2:00:00 PM EST**Start Date **Jan 23, 2024 3:11:13 PM EST**Awarded Date **Not Yet Awarded**

| OPN2127851B1--01-01 Discount from List Sloan Parts and Supplies |                      |                                                                                                                                 |             |        |      |
|-----------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------|--------|------|
| Supplier                                                        | Unit Price           | Qty/Unit                                                                                                                        | Total Price | Attch. | Docs |
| Plusco Supply                                                   | First Offer - 52.70% | 1 / lump sum                                                                                                                    | 52.70%      | Y      | Y    |
| <b>Product Code:</b><br><b>Agency Notes:</b>                    |                      | <b>Supplier Product Code:</b> 0315251<br><b>Supplier Notes:</b> We have attached the updated net sheet from the price increase. |             |        |      |
| apple specialties [Ad]                                          | First Offer - 51.00% | 1 / lump sum                                                                                                                    | 51.00%      |        | Y    |
| <b>Product Code:</b><br><b>Agency Notes:</b>                    |                      | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b>                                                                         |             |        |      |
| Best Plumbing Specialties                                       | First Offer - 43.00% | 1 / lump sum                                                                                                                    | 43.00%      | Y      | Y    |
| <b>Product Code:</b><br><b>Agency Notes:</b>                    |                      | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b> Received Q&As on 2/8/24                                                 |             |        |      |

**Supplier Totals**

|                                    |                                                                                                                   |                                                                                                    |                                                                                                             |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>f apple specialties [Ad]</b>    |                                                                                                                   | <b>\$0.00</b>                                                                                      |                                                                                                             |
| Bid Contact                        | <b>gerard tilton</b><br><b>csorny5231@aol.com</b><br><b>Ph 631-886-2160</b>                                       | Address                                                                                            | <b>2042 n. country road</b><br><b>wading river, NY 11792</b>                                                |
| Qualifications                     | <b>SB</b>                                                                                                         |                                                                                                    |                                                                                                             |
| <b>Agency Notes:</b>               |                                                                                                                   | <b>Supplier Notes:</b>                                                                             | <b>Head Attch:</b><br> |
| <b>f Best Plumbing Specialties</b> |                                                                                                                   | <b>\$0.00</b>                                                                                      |                                                                                                             |
| Bid Contact                        | <b>Amber Carr</b><br><b>contracts@bestplumbingonline.com</b><br><b>Ph 800-448-6710</b><br><b>Fax 800-700-2378</b> | Address                                                                                            | <b>3039 Ventrie Ct.</b><br><b>Myersville, MD 21773</b>                                                      |
| Qualifications                     | <b>SB</b>                                                                                                         |                                                                                                    |                                                                                                             |
| Bid Notes                          | <b>We are offering 43% Off Sloan Parts current price list issued 2.5.24.</b>                                      |                                                                                                    |                                                                                                             |
| <b>Agency Notes:</b>               |                                                                                                                   | <b>Supplier Notes:</b><br>We are offering 43% Off Sloan Parts<br>current price list issued 2.5.24. | <b>Head Attch:</b><br> |
| <b>f Plusco Supply</b>             |                                                                                                                   | <b>\$0.00</b>                                                                                      |                                                                                                             |
| Bid Contact                        | <b>Brett Miller</b><br><b>pluscosupply@gmail.com</b>                                                              | Address                                                                                            | <b>6350 E rogers circle</b><br><b>Boca Raton, FL 33487</b>                                                  |

# SHELTERED MARKET REVIEW FORM

**Project Title:** Sloan Valves and Repair Parts (Sole Brand Contract) **Agency Contact:** Lisette Forrest

This form is to review projects estimated within the Sheltered Market Solicitation threshold ( $\leq$  \$250K fixed or initial term). This form **does not apply** for sole source projects, qualified vendor list projects, or for any federal, state, or other grant-funded projects. Please submit the completed form to [sbcomp@broward.org](mailto:sbcomp@broward.org).

**Type of Contract:** Check the type of contract; include dollar amount and the number of years.

- ☐ Fixed Contract Estimate: \_\_\_\_\_ Year(s) of contract  
☒ Initial Contract Term Estimate: 155,000 1 Year(s) of contract  
☒ Estimate Including Renewals: 775,000 5 Year(s) of contract

**Funding Source:** ☒ County ☐ State ☐ Federal ☐ Penny for Transportation

**Type of Purchase:** Check one and include all applicable [NAICS code\(s\)](#).

- ☒ Commodity ☐ Commodity and Service (e.g. supply and install)  
☐ Contract Service ☐ Construction Project (e.g. supply and install, with licensing)

**NAICS CODES:** 238220 326797 332913 332919

**Sole Brand Solicitation:** Is this a Sole Brand solicitation? ☒ Yes ☐ No

If Yes, is there a limited distribution vendor list? ☒ Yes ☐ No If "Yes", **attach a list of sole brand vendors.**

## Supporting Information for Review:

Scope of Work:

Furnish and deliver Sloan valves and plumbing repair parts for Sloan toilets, urinals, vacuum breakers, flushometers, faucets and various other plumbing supplies as required for the Fort Lauderdale - Hollywood International Airport and various other County agencies.

Has this commodity/service been previously provided to the County? ☒ Yes ☐ No

List Vendor Name(s) if previously supplied:

Plusco  
Firm not certified - K.H.

## The following documents MUST be attached:

- ☒ Specifications ☒ Insurance Requirements Document from Risk Management  
☐ Licensing Requirements\* ☒ Additional Applicable Supporting Documentation\*\*

\*If Not Applicable, this must be stated in writing; \*\*e.g. Sole Brand/Source Request, Sole Brand Vendors List

## ➡THIS SECTION IS FOR OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT USE ONLY◀

Solicit to **Sheltered Market**\*\*\* ☐ Yes ☒ No (**Review for Procurement Preference**)

\*\*\*If no SBE vendor applies or this is not awarded from the Sheltered Market solicitation, then:

☒ Solicit to **Non-Sheltered Market**. **No goals will apply** to this solicitation.

☒ **REVIEW FOR PROCUREMENT PREFERENCE**

☐ Solicit to **Non-Sheltered Market**. **Goals may apply** to this solicitation. Using agency must submit a Request for Goal Assignment Form at that time.

OESBD Approver (Name / Title): Maribel Feliciano Date: 12/22/23

OESBD Approver Signature: MARIBEL FELICIANO Digitally signed by MARIBEL FELICIANO  
Date: 2023.12.22 14:59:36 -05'00'

**From:** [SBCOMP](#)  
**To:** [Jaramillo, Salustio](#)  
**Cc:** [Harrigan, Ketsia](#); [SBCOMP](#)  
**Subject:** Open Market BID. No. OPN2127851B1 - CBE/SBE Compliance Review for Procurement Preferences  
**Date:** Friday, March 22, 2024 2:53:07 PM  
**Attachments:** [Bid Tab.pdf](#)  
[SMRF\\_SloanValves\\_RepairParts\\_signed.pdf](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

**Ref.: Solicitation OPN2127851B1 - Sloan Plumbing Parts and Supplies**  
***CBE/SBE Compliance Review for Procurement Preferences***  
***Business Opportunity Act, (the “Act”) Section 1-81.10***

|   | <b>Bidders</b>            | <b>Category</b> | <b>Category</b> |
|---|---------------------------|-----------------|-----------------|
| 1 | Apple Specialties         | non-SBE         | Non-CBE         |
| 2 | Best Plumbing Specialties | non-SBE         | Non-CBE         |
| 3 | Plusco Supply             | non-SBE         | Non-CBE         |

**Respondents are not certified CBEs or SBEs; therefore, Procurement Preferences do not apply to this solicitation.**

**Business Opportunity Act, Sec. 1-81.10. - Procurement Preferences.**

- a. This section shall only apply if, pursuant to Section 1-81.3 or 1-81.4, no CBE goal, or CBE or SBE reserve, is established in connection with a procurement due to there being fewer than two (2) certified firms available to participate under or perform the work required by the applicable project.
1. Bids: If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a nonCBE, nonSBE firm, the CBE or SBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the CBE or SBE firm (as applicable) matches the lowest responsive, responsible bid, the CBE or SBE firm shall be deemed the lowest responsive, responsible bidder.
  2. RFPs: If upon the completion of final rankings by the Evaluation Committee, a nonCBE, nonSBE proposer is the highest-ranked proposer, and a responsive, responsible CBE or SBE proposer receives a score that is within five percent (5%) of the score obtained by the nonCBE, nonSBE proposer, the highest-ranked responsive, responsible CBE or SBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

**Oswaldo Casco, MCA, Small Business Development Supervisor**

Office of Economic and Small Business Development

115 S. Andrews Ave Room A680 | Fort Lauderdale, FL 33301

954.357.6134 Fax: 954.765.4184

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

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**TO:** Lucho Jaramillo, Purchasing Agent  
Purchasing Division  
**FROM:** Richard Waskiewicz, Enterprise Director of Facilities/Maintenance *RAW*  
Broward County Aviation Department  
**SUBJECT:** Solicitation No.: OPN2127851B1  
Sloan Plumbing Parts and Supplies

Recommended Vendor: The Milloso Group LLC dba Plusco Supply

Recommended Group(s)/Line Item(s):

Initial Award Amount: \$ 155,000

Potential Total Amount: \$ 775,000

Initial Contract Term: One Year

Contract Term, including Renewals: Five Years

**CONCURRENCE:**

- ☒ The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility, which includes license requirements (if applicable). I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**FINANCIAL BACKGROUND/D & B REPORT: (check one)**

- ☐ I am satisfied with the Vendor's financial background and/or rating and payment performance.  
☒ Not applicable

**LITIGATION HISTORY: (check one)**

- ☒ I have reviewed the Litigation History Form and there is no issue of concern.  
☐ Refer to additional information from the Office of the County Attorney to address an issue/concern.

**PAST PERFORMANCE: (check all that apply)**

I have reviewed the Vendor's past Performance Evaluations in ContractsCentral and:

- ☒ Vendor received an overall rating  $\geq 2.59$  on all evaluations.  
☐ No evaluations within the past three years contained any items rated a score of 2 or less.  
☐ Vendor received a rating  $\leq 2.59$  on an evaluation(s). Refer to additional information.  
☐ Vendor received a score of  $\leq 2$  on an individual item(s). Refer to additional information.  
☐ Past evaluations are not relevant to the scope of this contract.  
☐ No past Performance Evaluations exist in ContractsCentral.

**AND**

- ☒ Reference Verification Forms are attached.

**OR**

- ☐ Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$100,000 and the Vendor has a Performance Evaluation within the past three years.

**NON-CONCURRENCE:**

- ☐ I do not concur. Detailed reason for non-concurrence is attached, including the reference to any bid requirement.

TYPED NAME OF SIGNER: Lisette Forrest  
(Individual authorized to administer the contract.)

TITLE: Contract/Grant Administrator Senior

SIGNATURE: Lisette Forrest

Digitally signed by Lisette Forrest  
Date: 2024.02.28 15:08:50 -05'00'

DATE: 2/28/24



## Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2127851B1 - Sloan Plumbing Parts and Supplies

Reference for (Name of Firm): The Millosso Group, LLC dba Plusco Supply

Organization/Firm Name providing reference: Broward Health (Broward General)

Contact Name: Antonio Myrick

Title: Assistant Facilities Manager

Contact Email: amyrick@browardhealth.org

Contact Phone: (954) 355-5079

Name of Referenced Project: All Hospital Plumbing Supplies

Contract No. No Contract

Contract Amount: 100,000.00

Date Services Provided: Ongoing since 1998

(list date range or date services began until "current")

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☒ Yes ☐ No If No, please specify in Additional Comments (below).

### Description of services provided by Vendor:

Plusco provides a large range plumbing supplies to all Broward Health regions including corporate sites

#### Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

|                                |                          |                          |                                     |                          |
|--------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 1. Vendor's Quality of Service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Responsive                  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Accuracy                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Deliverables                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Vendor's Organization:      | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Staff expertise             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Professionalism             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Turnover                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Timeliness of:              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Project                     | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Deliverables                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### Additional Comments: (provide on additional sheet if needed)

Plusco has also assisted as a procurement agent for limited and hard to find items, for all maintenance items.

#### References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance

Date of Verification: 02/28/2024



## Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: eBid #OPN2127851B1 - Sloan Plumbing Parts and Supplies

Reference for (Name of Freet): The Miloso Group, LLC dba Plusco Supply

Organization/Firm Name providing reference: Intercontinental Hotel

Contact Name: Daniel Perez

Title: Chief Engineer

Contact Email: daniel.perez23@ihg.com

Contact Phone: 786-921-0217

Name of Referenced Project:

Contract No.

Contract Amount:

Date Services Provided:

(list date range of date services began until "current")

Vendor's role on Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☒ Yes ☐ No If No, please specify in Additional Comments (below).

### Description of services provided by vendor:

Please rate your experience with the referenced vendor:

|                                | Needs Improvement        | Satisfactory             | Excellent                           | Not Applicable           |
|--------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 1. Vendor's Quality of Service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Responsiveness              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Accuracy                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Deliverable                 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Vendor's Organization       | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Staff expertise             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Professionalism             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Turnover                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Timeliness of               | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Project                     | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Deliverable                 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Additional Comments: (provide on additional sheet if needed)

Excellent customer service. fast turnaround on parts/supplies.

### References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance

Date of Verification: 02/28/2024



## Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2127851B1 - Sloan Plumbing Parts and Supplies

Reference for (Name of Firm): The Millosso Group, LLC dba Plusco Supply

Organization/Firm Name providing reference: The Boca Raton

Contact Name: Alfredo Victoria

Title: Property Operations Admin.

Contact Email: Avictoria@thebocaraton.com

Contact Phone: (561) 447-3773

Name of Referenced Project: Boca Raton Resort

Contract No. Non contract

Contract Amount: 1.00

Date Services Provided: Ongoing

(list date range or date services began until "current")

Vendor's role in Project: ☒ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☒ Yes ☐ No If No, please specify in Additional Comments (below).

### Description of services provided by Vendor:

Sale of all types of plumbing related products/equipment such as pipes, valves, sinks, toilets, water pumps, water heaters, etc.

#### Please rate your experience with the referenced Vendor:

|                                | Needs Improvement        | Satisfactory             | Excellent                           | Not Applicable           |
|--------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 1. Vendor's Quality of Service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Responsive                  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Accuracy                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Deliverables                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Vendor's Organization:      | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Staff expertise             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Professionalism             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Turnover                    | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Timeliness of:              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Project                     | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Deliverables                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### Additional Comments: (provide on additional sheet if needed)

For over 20 years, Plusco has been the vendor of choice for all of our plumbing needs. Our yearly average spenditure has been between \$100K to \$200K.

#### References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance

Date of Verification: 02/28/2024

**INSURANCE REQUIREMENTS**  
**PURCHASE Of SLOAN PLUMBING PARTS AND SUPPLIES**  
**NO Vendor On Site**

**\*\*NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER\*\***

To the vendor: This waiver should NOT be interpreted to mean that no insurance is required. It only means that proof of insurance is waived for the services noted herein. Any deviation is subject to the approval of Risk Management

| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ADD<br>L<br>INSD                    | SUBR<br>WVD                         | MINIMUM LIABILITY LIMITS                   |                                                                                                                                                                                    |                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                                            | Each Occurrence                                                                                                                                                                    | Aggregate                                   |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury                              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Property Damage                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Combined Bodily Injury and Property Damage | <b>\$2 mil landside<br/>\$5 mil airside</b>                                                                                                                                        | <b>\$2 mil landside<br/>\$5 mil airside</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Personal Injury                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Products & Completed Operations            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                                            |                                                                                                                                                                                    |                                             |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i><br><br><b>Access to airside not permitted</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury (each person)                |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Bodily Injury (each accident)              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Property Damage                            |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Combined Bodily Injury and Property Damage | <b>\$300k landside if vehicles are used to transport vendor to airport</b><br><br><b>\$1 mil landside if vehicles are used in vendors operation.</b><br><br><b>\$5 mil airside</b> |                                             |
| <input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                            |                                                                                                                                                                                    |                                             |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                 | <input checked="" type="checkbox"/> | Each Accident                              | <b>STATUTORY LIMITS</b>                                                                                                                                                            |                                             |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Each Accident                              | <b>\$1mil</b>                                                                                                                                                                      |                                             |
| <input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY COSTS</b> <b>** this is required if consultant or it's subcontractor when testing or investigating by digging or drilling on any airport property or the use of any hazardous materials or the risk of disturbing any hazardous materials on airport property.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | If claims-made form:                       |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Extended Reporting Period of:              | 2 years                                                                                                                                                                            |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$25k                                                                                                                                                                              |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | Extended Reporting Period of:              |                                                                                                                                                                                    |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$25k                                                                                                                                                                              |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     | *Maximum Deductible:                       | \$10 k                                                                                                                                                                             |                                             |

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.

**CERTIFICATE HOLDER:**  
 Broward County  
 Aviation Department  
 Ft. Lauderdale-Hollywood International Airport, Suite 200  
 320 Terminal Drive  
 Fort Lauderdale, FL 33315 mx


 Digitally signed by  
 Tracy Meyer  
 Date: 2023.09.27  
 08:49:49 -04'00'  
 Risk Management Division

# Price Analysis

Bid Number: OPN2127851B1

Sloan Plumbing Parts and Supplies

Date Posted: January 23, 2024

Date Opened: February 9, 2024

Bid Submittals: 3

Declinations: 0



| Bid No.: OPN2127851B1                                                                                                     | Sloan Parts and Supplies                           |                      |     | The Milloso Group LLC<br>dba Plusco Supply<br>(Low Bidder)<br>AWD | Current<br>Contract No.<br>BLD2121952B1 | Apple Specialties | Best<br>Plumbing<br>Specialties |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------|-----|-------------------------------------------------------------------|-----------------------------------------|-------------------|---------------------------------|
| Item #                                                                                                                    | Description                                        | QTY                  | UOM | Price                                                             | Price                                   | Price             | Price                           |
| OPN2127851B1--01-01                                                                                                       | Discount from List Price: Sloan Parts and Supplies | 1                    | LPS | 52.70%                                                            | 52.60%                                  | 51%               | 43%                             |
|                                                                                                                           |                                                    | After Discount Value |     |                                                                   |                                         |                   |                                 |
| <b>Legend:</b><br>QTY= Quantity<br>UOM = Unit of Measure<br>LB= Low Bidder<br>AWD= Recommended for Award<br>LPS= Lump Sum |                                                    |                      |     |                                                                   |                                         |                   |                                 |

## Comments:

For the purpose of this price analysis and comparison, unit of discount off of the low bidder, The Milloso Group LLC dba Plusco Supply, was compared to the unit discount off of current Contract No. BLD2121952B1.