Solicitation BLD2118603B1

Fire Suppression System Repair and Maintenance Services

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Bid BLD2118603B1
Fire Suppression System Repair and Maintenance Services

Bid Number	BLD2118603B1
Bid Title	Fire Suppression System Repair and Maintenance Services
Bid Start Date	May 24, 2019 4:41:14 PM EDT
Bid End Date	Jul 12, 2019 2:00:00 PM EDT
Question & Answer End Date	Jun 5, 2019 5:00:00 PM EDT
Bid Contact	Mary Moss Purchasing Agent Purchasing Division 954-**357**-6078 mmoss@broward.org
Bid Contact	Randy Plunkett Purchasing Agent Purchasing Division 954-**357**-6630 rplunkett@broward.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**120 days**
Pre-Bid Conference	**Jun 4, 2019 10:00:00 AM EDT** Attendance is mandatory **Location: Broward County Aviation Maintenance Building** **3400 SW 2nd Avenue, Room: 211** **Fort Lauderdale, FL 33315** **Please have identification and a copy of the solicitation document.** **Attendance at the pre-bid conference is MANDATORY. Please make arrangements to be represented or your bid will not be accepted. This information session presents an opportunity for the vendors to clarify any concerns regarding bid requirements. Failure to attend the mandatory pre-bid conference will deem the Vendor non-responsive.** **Job site visitation is strongly recommended; submission of a bid will be construed that the vendor is acquainted sufficiently with the work to be performed.** **If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.**
Bid Comments	**Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the purchase of Fire Suppression Systems Repair and Maintenance Services for**

Broward County Aviation Department (BCAD), Fort Lauderdale/Hollywood International Airport (FLL).

Term: The initial contract period shall start on date of award and shall terminate on December 31, 2020.

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

This is a Living Wage Service Contract – refer to Living Wage Ordinance Requirements section for additional information.

Notice: Effective January 1, 2019, for all new contracts, extensions, renewals or amendments, the living wage rates are at least $13.27 per hour with health care benefit amounts of at least $1.63 per hour, or at least $14.90 per hour without health care benefits, adjusted annually as provided in the Living Wage Ordinance. Further be advised, the health care benefit amount will increase to $3.44 per hour, effective January 1, 2021.

The bidder is instructed to offer a price for each line item for service(s) through December 31, 2020 as well as a price for each line item for service(s) effective January 1, 2021.

The bidder is instructed to provide the percentage of the price that is attributed to the labor portion of the service(s).

County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

Basis of Award : It is the County's intent to award this contract to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. Per paragraph 10 of the General Terms & Conditions, the County reserves the right to award as deemed in its best interest.

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 BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. 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 BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Added on Jun 12, 2019:
Addendum No. 1, dated June 12, 2019, MUST be acknowledge on the Vendor Acknowledgement form to be considered responsive:
The bid end date and time has been revised from Friday, June 14, 2019 at 2:00 pm to Friday, June 28, 2019 at 2:00 pm.
Added on Jun 27, 2019:
Addendum No. 2, dated June 27, 2019, MUST be acknowledge on the Vendor Acknowledgement form to be considered responsive:
The bid end date and time has been revised from Friday, June 28, 2019 at 2:00 pm to Friday, July 12, 2019 at 2:00 pm.

Addendum # 1

Previous End Date	Jun 14, 2019 2:00:00 PM EDT	New End Date	Jun 28, 2019 2:00:00 PM EDT

Addendum # 2

Previous End Date	Jun 28, 2019 2:00:00 PM EDT	New End Date	Jul 12, 2019 2:00:00 PM EDT

Item Response Form

Item	**BLD2118603B1–01-01** - Group 1: Annual Inspection - **Cypress Garage East Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Includes the Rental Car Center. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-02** - Group 1: Annual Inspection - **Cypress Garage West Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Includes the Rental Car Center. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-03** - Group 1: Annual Inspection - **Hibiscus Garage Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Palm Garage uses this fire pump as well. Price offered shall be for one complete service each year.

Item **BLD2118603B1–01-04** - Group 1: Annual Inspection - **Terminal 1, Fire Pump No. 1**

Lot Description Group 1

Quantity **1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item **BLD2118603B1–01-05** - Group 1: Annual Inspection - **Terminal 1, Fire Pump No. 2**

Lot Description Group 1

Quantity **1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315

Qty 1

Description
50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-06** - Group 1: Annual Inspection - **Terminal 2, Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-07** - Group 1: Annual Inspection - **Terminal 3, Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
200 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-08** - Group 1: Annual Inspection - **Terminal 4, Fire Pump**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What	

Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item **BLD2118603B1–01-09** - Group 1: Annual Inspection - **Maintenance Building, Fire Pump**

Lot Description Group 1

Quantity **1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item **BLD2118603B1–01-10** - Group 1: Annual Inspection - **Maintenance Building, Fire Sprinklers**

Lot Description Group 1

Quantity **1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-11** - Group 1: Annual Inspection - **Tunnel Fire Suppression System**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Runway 9R-27L/10R-28L, Florida East Coast Railroad, U.S. 1. Price offered shall be for one complete service each year.

Item	**BLD2118603B1–01-12** - Group 1: Three (3) Year Inspection - **Foam Flow**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Three (3) Year Inspection - Foam Flow with NFPA 25. Price offered shall be for each service every 3 years.

Item	**BLD2118603B1–01-13** - Group 1: Five (5) Year Testing - **Water Supply Flow**
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid	

Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Five (5) Year Testing - Water Supply Flow with NFPA 25. Price offered shall be for each service every 5 years.

Item **BLD2118603B1–01-14** - Group 1: Ten (10) Year Testing - **Hydrostatic**

Lot Description Group 1

Quantity **1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Ten (10) Year Testing - Hydrostatic with NFPA 25. Price offered shall be for each service every 10 years.

Item **BLD2118603B1–01-15** - Group 1: Semi-**Annual Inspection - Hibiscus Garage Fire Sprinklers**

Lot Description Group 1

Quantity **2 semi annual**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 2

Description

6th Floor FAA Room (FM-200). Price offered shall be for each service every 6 months.

Item	**BLD2118603B1–01-16** - Group 1: Semi-**Annual Inspection - Terminal 4, Inergen System**
Lot Description	Group 1
Quantity	**2 semi annual**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 2

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 6 months.

Item	**BLD2118603B1–01-17** - Group 1: Quarterly Inspection - **Cypress Garage East Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
Quarterly Inspection - Cypress Garage East Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-18** - Group 1: Quarterly Inspection - **Cypress Garage West Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid	

Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
Quarterly Inspection - Cypress Garage West Fire Sprinklers. Price offered shall be for each service every 3 months.

Item **BLD2118603B1-01-19** - Group 1: Quarterly Inspection - **Cypress Garage East Fire Sprinklers (Foam Water)**

Lot Description Group 1

Quantity **4 quarter**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water). Price offered shall be for each service every 3 months.

Item **BLD2118603B1-01-20** - Group 1: Quarterly Inspection - **Cypress Garage West Fire Sprinklers (Wet Pipe)**

Lot Description Group 1

Quantity **4 quarter**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315

Qty 4

Description
Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe). Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-21** - Group 1: Quarterly Inspection - **Hibiscus Garage Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
Quarterly Inspection - Hibiscus Garage Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-22** - Group 1: Quarterly Inspection - **Palm Garage, Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
Quarterly Inspection - Palm Garage, Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-23** - Group 1: Quarterly Inspection - **Terminal 1, Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What	

Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
Concourses B and C, 50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item **BLD2118603B1–01-24** - Group 1: Quarterly Inspection - **Terminal 2, Fire Sprinklers (Pre-action)**

Lot Description Group 1

Quantity **4 quarter**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item **BLD2118603B1–01-25** - Group 1: Quarterly Inspection - **Terminal 2, Fire Sprinklers**

Lot Description Group 1

Quantity **4 quarter**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315

Qty 4

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-26** - Group 1: Quarterly Inspection - **Terminal 3, Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
Concourses E and F, 200 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-27** - Group 1: Quarterly Inspection - **Terminal 4, Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
Quarterly Inspection - Terminal 4, Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-28** - Group 1: Quarterly Inspection - **Terminal 4, Fire Sprinklers (Pre-action)**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	

Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-29** - Group 1: Quarterly Inspection - **BCAD Security Bldg., Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
3545 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-30** - Group 1: Quarterly Inspection - **BCAD Mid-Field Fire Dept., Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE

FORT LAUDERDALE FL 33315
Qty 4

Description
250 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-31** - Group 1: Quarterly Inspection - **BCAD Maintenance Bldg. Fire Sprinklers**
Lot Description	Group 1
Quantity	**4 quarter**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 4

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	**BLD2118603B1–01-32** - Group 1: Foam Recovery
Lot Description	Group 1
Quantity	**1 pound**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Disposal of Non-hazardous liquids for solidification. Price offered shall be for each pound.

Item	**BLD2118603B1–01-33** - Group 1: Cleaning Agent
Lot Description	Group 1
Quantity	**1 each**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Cleaning Agent. Price offered shall be for each cleaning agent.

Item **BLD2118603B1–01-34** - Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)

Lot Description Group 1

Quantity **1 hour**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item **BLD2118603B1–01-35** - Group 1: Tractor/Tanker (includes Operator and Fuel

Lot Description Group 1

Quantity **1 hour**

Unit Price

Provide What Percentage (%) of Bid Price is Labor Cost =

Future Price Effective January 1, 2021

Delivery Location **Broward County Board of County Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE

FORT LAUDERDALE FL 33315
Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	**BLD2118603B1–01-36** - Group 1: Field Technician for Foam Recovery
Lot Description	Group 1
Quantity	**1 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	**BLD2118603B1–01-37** - Group 1: Tank decontamination and foam buster
Lot Description	Group 1
Quantity	**1 each**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	**BLD2118603B1–01-38** - Group 1: Fire Fighting Foam (3% AFFF Concentrate)
Lot Description	Group 1
Quantity	**1 each**
Unit Price	

Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 1

Description
55 gallon drum. Price offered shall be for each 55 gallon drum.

Item	**BLD2118603B1–01-39** - Group 1: Labor Rate for NICET II Technician during Business Hours
Lot Description	Group 1
Quantity	**300 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 300

Description
Scheduled labor rate for NICET II Technician during business hours (7 a.m. - 4 p.m., Monday - Friday) for services not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

Item	**BLD2118603B1–01-40** - Group 1: Labor Rate for NICET II Technician during Non-**Business Hours**
Lot Description	Group 1
Quantity	**40 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE

3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 40

Description
Scheduled labor rate for NICET II technician during non-business hours for work not included in weekly, monthly and annual inspections. Must be approved by County in advance. Price offered shall be for each hour.

Item	**BLD2118603B1-01-41** - Group 1: Emergency Labor Rate for NICET II Technician during **Business Hours**
Lot Description	Group 1
Quantity	**40 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 40

Description
Emergency labor rate for NICET II technician during business hours (7 a.m. - 4 p.m., Monday - Friday). Price offered shall be for each hour.

Item	**BLD2118603B1-01-42** - Group 1: Emergency Labor Rate for NICET II Technician during Non-**Business Hours**
Lot Description	Group 1
Quantity	**20 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 20

Description
Emergency labor rate for NICET II technician during non-business hours. Price offered shall be for each hour.

Item	**BLD2118603B1–01-43** - Group 1: Labor Rate for Non-**Certified Technician/Helper during Business Hours**
Lot Description	Group 1
Quantity	**40 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 40

Description
Scheduled labor rate for non-certified technician/helper during business hours (7 a.m. - 4 p.m., Monday - Friday) for services not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

Item	**BLD2118603B1–01-44** - Group 1: Labor Rate for Non-**Certified Technician/Helper during Non-Business Hours**
Lot Description	Group 1
Quantity	**20 hour**
Unit Price	
Provide What Percentage (%) of Bid Price is Labor Cost =	
Future Price Effective January 1, 2021	
Delivery Location	**Broward County Board of County Commissioners** AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 **Qty** 20

Description
Scheduled labor rate for non-certified technician/helper during non-business hours for work not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Fire Suppression Systems Repair and Maintenance Services

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment, services and incidentals for the purchase of Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD), Fort Lauderdale/Hollywood International Airport (FLL) and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate on December 31, 2020. The Director of Purchasing may renew the contract for two, one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of the contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

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

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

B. Specifications and Requirements:

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

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

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

C. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

D. Federal Transit Administration Requirements:
Not applicable to the solicitation.

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

F. Licensing Requirements:
Proof of licensing 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.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in the solicitation, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of solicitation submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the County, will be considered responsible and responsive to the solicitation.

State: FIRE PROTECTION SYSTEM CONTRACTOR I; OR

OR

FIRE PROTECTION SYSTEM CONTRACTOR II

County: N/A

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

G. Certification Requirements:
Proof of certification 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 to comply within stated timeframes.

Contractor shall ensure that all services, installations, replacements, tests and inspections are completed by a National Institute Certified Engineering Technician (NICET) with a minimum Level II or III certification in a subfield of Inspection and Testing of Water-Based Systems, or a State Fire Marshal approved equivalent certification, as required by FAC 69A-46.0165.

H. Public Bid Disclosure Act:
In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The using agency will be responsible for paying for any and all permits, licenses, and fees, imposed on the Work by agencies of the Broward County Commission. This does not alleviate the Vendor from obtaining the permits.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

I. **Permits and Fees: (for Agencies other than Broward County Commissioners)**
The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

J. **Allowance (Pass-Thru) Items:** (Estimated Total $22,000)
The total annual amount for allowance items is an estimate only will be automitically included in the total price bid.

- Miscellaneous Parts, Materials and Inspections
  Estimated in the amount of $20,000

- Engineering Drawings
  Estimated in the amount of $1,000

- Permits and Fees
  Estimated in the amount of $1,000

K. **Payment:**
Final payment and release of retainage will be paid in full upon completion of all requirements.

1. Pursuant to Section 11 of the General Conditions, "Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number."

2. If the solicitation includes an allowance amount for permits, parts on a pass thru, or other identified types of allowances, 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.

e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.

f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

L. Basis of Award: Section 10 of the General Conditions is replaced by the following: Although the intended Basis of Award may be stipulated herein, the County still reserves the right to award on an item by item basis, group by group basis, total bid price basis, or any combination thereof, or reject bids in the same aforementioned per basis manner. Therefore, Bidders must bid on all items for award consideration as described herein. Failure to bid on all items may result in rejection of bid. A Bidder desiring to offer "No Charge" on an item within a group or total bid price basis must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in Bid Sync; otherwise, the group will be construed as incomplete and bid may be rejected. The County reserves the right to make multiple awards under the contract, as deemed in its best interest. In the event the County exercises this right, the low, responsive, responsible Bidder will be designated as the Primary Vendor. The next low, responsive, responsible Bidder will be designated as the Secondary Vendor, and so forth, as determined by the County. The County reserves the right to waive technicalities and irregularities and to reject any or all responses, as it deems appropriate.

[End of Section]

SPECIFICATION AND REQUIREMENTS
Fire Suppression Systems Repair and Maintenance Services

1. **SCOPE OF WORK:**

For the purpose of establishing a Procurement Contract for Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD) (County), Fort Lauderdale/Hollywood International Airport (FLL). Fire Suppression services to include inspection, testing, certification and repairs of various systems consisting of Fire Pumps, Fire Sprinklers Systems, Inergen and Foam-Water Deluge Systems.

1.1. CONTRACTOR shall furnish all labor, materials, equipment, personal protective equipment, services, equipment (including ladders), tools, supervision, transportation, fuel and other incidentals as required to complete the services, including inspections, certifications and testing, unless otherwise noted on the Contract. Prices offered on Item Response Form include, but are not limited all such costs, and constitute complete compensation.

1.2. The Contract shall include all repairs and changes deemed necessary by the Fire Marshal having jurisdiction for the applicable building or National Fire Protection Association (NFPA) codes. The Contract may include updating the sprinkler configuration to conform with building code or NFPA code requirements due to the relocation of walls or changes made to the interior layout. The Contract allows for replacements only; it is not for the design and/or installation of new fire sprinkler systems or fire pumps.

1.3. Services under the Contract may require the job site presence of the County's fire alarm system CONTRACTOR. The fire alarm system CONTRACTOR shall be paid by this County Contract. The CONTRACTOR shall be paid at the established location rate(s) even if the fire alarm system CONTRACTOR fails to appear. Locations with multiple zones may require a National Institute Certified Engineering Technician (NICET) certified technician, a non-certified technician/helper, and the CONTRACTOR shall factor in any additional labor costs into its bid process.

1.4. County reserves the right to modify the Contract by Amendment for the addition and/or deletion of locations, change in frequency of inspections, and other Scope of Work (Work) modifications. If adding locations, CONTRACTOR shall quote County with a price for the duration of the Contract. CONTRACTOR and County shall mutually agree upon said price. Price shall be comparable to a location similar size and Work.

1.5. Locations: The Work is to be performed at the following County, FLL facilities:

Facility Name:	Address:
BCAD Security Building	3545 S.W. 2nd Avenue, Fort Lauderdale, FL 33315
BCAD Mid-Field Fire Department	250 Terminal Drive, Fort Lauderdale, FL 33315
Cypress Garage (East & West)	600 Terminal Drive, Fort Lauderdale, FL 33315
Hibiscus Garage	6th Floor FAA Room (FM-200)
Maintenance Building	3400 S.W. 2 Avenue, Fort Lauderdale, FL 33315
Palm Garage	400 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 1	50 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 2	100 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 3	200 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 4	300 Terminal Drive, Fort Lauderdale, FL 33315
Tunnels	Runway 9R-27L/10R-28L, Florida East Coast Railroad, U.S. 1, Perimeter Rd.

2. MINIMUM QUALIFICATIONS:

2.1. Broward County is seeking bids from those firms demonstrating a minimum of five (5) years of experience providing the services requested in the specifications for projects of similar scope and size.

3. CONTRACT START – UP AND IDENTIFICATION REQUIREMENTS:

3.1. Commencement of the Contract shall be on the first of the month following forty-five (45) business days from the Contract date of award. During this time the CONTRACTOR shall be required to:

3.1.1. Attend a start-up meeting with Broward County no later than five (5) business days from date of award. The meeting includes a walk-through of the County facilities to ensure that the scheduling of activities in conjunction with the airlines and tenant operations is fully understood.

3.1.2. Immediately initiate security badge applications for all employees assigned to the Fire Suppression Contract.

3.1.3. Schedule an on-site orientation with County and CONTRACTOR's managers and key personnel for areas of services.

3.1.4. CONTRACTOR shall identify and provide the Contract Administrator or designee with list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of the Contract. CONTRACTOR Key Personnel List shall be provided to the Contract Administrator or designee fifteen (15) business days prior to the Contract start date and shall be updated when changes are made.

3.1.5. The CONTRACTOR shall designate a Project Coordinator and equally responsible alternate (e.g., Supervisor) who will act as the point of contact for the CONTRACTOR. The equally responsible alternate shall take on the Project Coordinator duties when the primary Project Coordinator is absent. The name of the Project Coordinator and an equally responsible alternate shall be designated in writing to the Contract Administrator or designee fifteen (15) business days prior to the Contract start date.

3.1.6. CONTRACTOR shall, within thirty (30) business days from the Contract award, perform an inspection and assess the condition of all equipment covered under the Contract to establish a condition baseline. The survey shall be submitted to the Contract Administrator or designee for review and approval. The survey shall include the CONTRACTOR's observations of deficiencies in equipment condition, operation and/or performance and shall provide a written baseline report of discrepancies, which once approved by the Contract Administrator or designee will serve as a "starting point" for the CONTRACTOR to provide the ongoing maintenance.

3.1.7. CONTRACTOR shall develop and provide Preventive Maintenance Plans and schedules to cover all Work to be performed for review and approval by Contract Administrator or designee during CONTRACTOR's Phase-in.

3.2. All employees under the Contract with the CONTRACTOR shall have unescorted access into the "Security Identification display Area" (SIDA) and Customs Border Patrol Areas (Customs) and must attend the SIDA class prior to Work assignment. All employees must be fingerprinted, approved, and ready to Work at the time of the Contract start date. Failure to have ALL employees approved at the time of the Contract start date may result in Contract termination. Copy of all Contract personnel security badges shall be provided to the Contract Administrator or designee ten (10) business days after Contract start date.

3.3. In order for the CONTRACTOR's employees to have unescorted access in restricted, secured or sterile areas of the airport facilities, it is a federal requirement that each of the CONTRACTOR's employees pass a background check and be badged with a Custom's seal. For specific badging requirements, costs and forms please contact the Airport's Security Badging Office at http://fll.net.

3.4. CONTRACTOR is responsible for ensuring acquisition of all necessary security badges, vehicle permits and Security Services from all entities having regulatory jurisdiction of the sites. All security costs, and time associated with obtaining security clearance, will be at CONTRACTOR's cost and will not be reimbursed by the County.

3.5. CONTRACTOR shall not permit any individual to have keys or access to locked rooms designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to County's interest, and that the individual(s) is/are authorized to be admitted in accordance with applicable orders, rules, regulations and instructions.

3.6. CONTRACTOR shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the County and shall maintain a record of the key numbers issued to its employees. These prohibitions and requirements shall also be applicable to all individuals regarding access, removal, and/or possession of any information, confidential data, materials, supplies, or equipment. CONTRACTOR shall not duplicate and shall not allow any such issued items to be duplicated or removed from the job site. All key and other entry devices used by the CONTRACTOR's employees in the performance of the Work shall be returned to the County when the Contract expires.

3.7. CONTRACTOR shall immediately report to the County all keys and/or security badges issued to it by the County that are lost or stolen.

3.8. Under no circumstances shall any of the CONTRACTOR's personnel, vehicles, or equipment enter or move upon any area not authorized by County, Homeland Security, Customs Border Patrol, and any security mandates in place.

4. CONTRACTOR RESPONSIBILITIES:

4.1. Be an established company servicing Broward County area for over five (5) years with qualified and licensed technicians in the fire protection industry.

4.2. CONTRACTOR shall only complete the services requested in County's written purchase order/work request. CONTRACTOR may not be reimbursed for Work completed without a County written purchase order/work request.

4.3. Business hours are 7:00 a.m. to 4:00 p.m., Monday through Friday. Any services to be performed during non-business hours shall be approved by

the Contract Administrator or their designee prior to the commencement of Work.

4.4. CONTRACTOR shall provide twenty-four (24) hours, seven (7) days a week emergency services. For emergencies, CONTRACTOR must respond by telephone within thirty (30) minutes of County's request and arrive on-site two (2) hours of request by County, unless other arrangements are agreed upon between the Contract Administrator or their designee and CONTRACTOR.

4.5. For non-emergencies, CONTRACTOR shall arrive on-site within four (4) hours unless other arrangements are made with the Contract Administrator or their designee. An immediate assessment of the problem encountered must be communicated to the Contract Administrator or their designee within thirty (30) minutes of arrival at the job site. If an immediate repair is not possible, an accurate projection of expected completion time must be provided to the Contract Administrator or their designee.

4.6. CONTRACTOR shall conduct the minimum testing required for NFPA compliance for fire sprinkler system certification, fire standpipe certification and backflow preventer certification at scheduled times approved by the Contract Administrator or their designee. The backflow preventer certifications will be charged by time and materials as provided in the Line Item Response Form.

4.7. CONTRACTOR shall be fully responsible for any property damage to the job site or equipment due to its negligence. BCAD is not responsible for any damage to a utility caused by the CONTRACTOR. Such repairs shall be performed at the CONTRACTOR's expense and must meet the satisfaction of the Contract Administrator or their designee prior to final acceptance.

4.8. CONTRACTOR shall furnish complete mechanical maintenance services. This includes all labor, materials, equipment, supervision, reports, preventative maintenance and all repairs listed as emergency services, and replacement of worn or defective parts and devices for emergency pumps at specified locations during the contract period.

4.9. CONTRACTOR shall be responsible for providing all equipment required to service all locations properly.

4.10. Hourly rates shall start upon commencement of work at job site and terminate upon completion of work at the job site. The minimum number of hours to be charged is one hour, and all time beyond the first hour shall be pro-rated into quarter hours. For example, 1 to 15 minutes is equal to a

quarter-hour and 16 to 30 minutes is equal to half an hour. All hours are subject to verification by the County.

4.11. Time for completion of services is within fourteen (14) business days from issuance of purchase order/work request unless date falls on a Saturday, Sunday or holiday, in which service shall be completed the next succeeding business day. CONTRACTOR shall coordinate all inspections and certifications with the Contract Administrator or their designee within one (1) business day from receipt of purchase order/work request.

4.12. CONTRACTOR shall be responsible for all measurements and accurate fittings.

5. <u>WATER SYSTEM TEST AND INSPECTIONS:</u>

5.1. Inspections, testing and maintenance shall satisfy the requirements of the most current edition of NFPA 72 and NFPA 25 codes adopted by the Authority Having Jurisdiction (AHJ) and equipment manufacturer's equipment recommendations.

5.2. Testing shall include, but not limited to all sprinkler heads, control valves (all types), pressure reducing valves, backflow prevention assemblies, all pipes from the point of service as defined in Florida Statutes 633.021 (16) to the building system, hoses and hose cabinets, hanging brackets, gauges, fire department connections, water gongs, flow alarm and tamper devices, standpipe, drains, spare sprinkler heads and cabinet with wrench, hydraulic name plates, all related equipment and accessories (exceptions: underground piping beyond the PIV) shall be inspected and tested (if applicable), including the exercising of valves (i.e. opening and closing), to confirm proper operation and the readiness of the system. This will include a flow test on systems with roof manifolds (if applicable) with the water flow: gal at psi, static pressures, and residual pressures, all recorded.

5.3. Each dry pipe/cross zone system panel shall be individually tagged at completion of inspection.

5.4. All pipes, pipe hangers and pipefittings shall be inspected. Adjust and/or replace these as necessary.

5.5. All valve in the fire sprinkler system, including the backflow preventer but not including the hose valves, shall be exercised and inspected. Adjust and repack as needed. Lubricate retaining bolts and screws and replace if needed.

5.6. CONTRACTOR shall notify the Contract Administrator/ designee immediately after a fire pump test failure. CONTRACTOR shall make repairs in accordance to the appropriate NFPA code.

5.7. CONTRACTOR shall furnish complete mechanical maintenance services. This includes all labor, materials, equipment, supervision, reports, preventative maintenance and all repairs listed as emergency services and replacement of worn or defective parts and devices for emergency pumps at specified locations during the Contract.

6. FOAM SYSTEM TESTS AND INSPECTIONS:

6.1. Semi-Annual Tests and Inspections:

6.1.1. Run fire pump for 30 minutes.

6.1.2. Operate all valves inside the pump room and on the three berths; lubricate where appropriate.

6.1.3. Provide testing of flow switch for the fire pump house sprinkler system.

6.1.4. Provide visual inspection of all of the aboveground piping, hose reels and monitors.

6.1.5. Tag all systems after inspections are completed.

6.1.6. Provide Work performed in accordance with NFPA 25 Annual Sprinkler Inspection Permit Form.

6.1.7. Complete all testing and inspections in accordance with NFPA 25.

6.2. Annual Tests and Inspections:

6.2.1. Provide full flow performance tests for all fire pumps.

6.2.2. Operate all valves inside all pump rooms; lubricate where appropriate.

6.2.3. Provide testing of flow switch for the fire pump house sprinkler systems.

6.2.4. Provide visual inspection of the sprinkler systems.

6.2.5. Certify backflow preventers.

6.2.6. Provide visual inspection and testing of fire pump gauges.

6.2.7. Inspect and flow (water only), each of the monitors and hose reels.

6.2.8. Provide visual inspection of foam concentrate.

6.2.9. Provide visual inspection of all above ground piping, fittings and pipe supports.

6.2.10. Tag all systems after inspections are completed.

6.2.11. Provide Work performed in accordance with NFPA 25 Annual Sprinkler Inspection Permit Form.

6.2.12. Flow water to fully flush the system.

6.2.13. Complete all testing and inspections in accordance with NFPA 25.

6.3. Three (3) Year Foam Flow Inspection in accordance with NFPA 25.

6.4. Five (5) Year Water Supply Flow Testing in accordance with NFPA 25.

6.5. Ten (10) Year Hydrostatic Testing in accordance with NFPA 25.

7. ELECTRIC FIRE PUMP REPAIR AN MAINTENANCE:

The symbol * denotes that replacement parts for these items, due to wear and tear or third-party damage, require prior approval from the Contract Administrator or their designee. Replacement requests shall be handled by a request for proposal (Section 13). The maintenance and repair of the electrical fire pumps shall be pursuant to the appropriate NFPA codes in addition to the following:

7.1. Electric Fire Pump

7.1.1. Exercise isolating switch and circuit breaker.

7.1.2. Check and record phase voltages and currents if applicable.

7.1.3. Replace control bulbs as needed.

7.1.4. Operate manual starting means.

7.1.5. Operate emergency starting means.

7.1.6. Operate automatic starting means.

7.1.7. Follow manufacturer recommendations.

7.1.8. Lubricate pump and motor. Replace lubricant as needed.

7.2. Pumping System on Electric:

7.2.1. Lubricate pump bearings.

7.2.2. Lubricate coupling.

7.2.3. Check pump shaft endplay. Adjust as needed.

7.2.4. Check pump-coupling alignment.

7.2.5. Calibrate pressure switch settings.

7.2.6. Adjust packing glands and replace if needed.*

7.2.7. Clean applicable drains.

7.2.8. Inspect and calibrate pressure gauges. Replace if necessary or if expired.*

7.2.9. Test and adjust pressure relief valves. Replace pressure relief valve if necessary.*

7.2.10. Simulate loss of water pressure to building system and run pump until it does an auto shutdown.

7.2.11. Test and adjust mercoid switches. Replace if necessary. *

7.3. All Valves in the Pump Room:

7.3.1. All valves shall be tested, inspected and exercised.

7.3.2. Adjust and repack if necessary.*

7.3.3. Lubricate retaining bolts/screws. Replace if necessary. *

7.4. All Pipes, Pipe Hangers and Fittings:

7.4.1. Inspect all piping, hangers and fittings.

7.4.2. Adjust hangers. Replace if necessary. *

7.5. Jockey Pumps:

7.5.1. All jockey pumps shall be tested, exercised and inspected.

7.5.2. Test and adjust mercoid switches. Replace if necessary.*

7.5.3. Lubricate and adjust as needed. *

8. RUNWAY 9R-27L/10R-28L:

Runway 9R-27L/10R-28L included the construction of tunnels that pass over the Florida East Coast Railroad, U.S. 1, the airport perimeter road, and associated airport access ramps. The fire suppression systems within these structures are comprised of standpipe and hose system, wet pipes, dry pipe, and foam-water sprinkler systems. The maintenance and repair of the tunnels' fire suppression systems shall be pursuant to the appropriate NFPA codes.

9. FOAM-WATER SPRINKLER SYSTEMS

The foam-water sprinkler systems utilize Aqueous Film-Forming Foam (AFFF) concentrates. Maintenance and repair of these systems shall be pursuant to the appropriate NFPA codes.

10. FOAM RECOVERY:

The County will discharge the foam concentrates to the disposal truck. The foam recovery CONTRACTOR will provide a vacuum tanker with four-inch coupling and a technician to assist in pumping. The tanker will deliver waste to the disposal outlet for solidification.

11. DELUGE SYSTEMS:

Pre-action/Deluge Valves: During the annual trip test, the interior of the pre-action or deluge valve shall be cleaned thoroughly, and the parts replaced or repaired as necessary.

Each deluge or pre-action valve shall be trip tested annually at full flow in warm weather, and in accordance with the manufacturer's instructions.

12. DISPOSAL OF ENVIRONMENTAL CONTAINEMENTS AND HAZARDOUS WASTE:

12.1. CONTRACTOR shall be responsible for the proper and legal disposal of used oil, anti-freeze, and other environmental contaminants.

12.2. A manifest including all details of disposal, shall be provided to the Contract Administrator or their designee; and the original must be retained by the CONTRACTOR for a minimum period of ten (10) years, during which time the County shall have complete access to all documents concerning environmental contaminants removed as part of the Contract.

12.3. CONTRACTOR shall be responsible for the disposal of hazardous waste materials that may be a result of maintenance or repair Work performed by under the Contract.

12.4. Whenever disposing of hazardous material, the CONTRACTOR shall contact the Broward County Environmental Protection and Growth Management Department for proper disposal instructions.

12.5. CONTRACTOR shall ensure that the Contract Administrator or their designee is notified when disposing of hazardous materials and/or environmental contaminants.

13. PERSONNEL AND JOB SITE PROTECTION:

13.1. CONTRACTOR shall ensure that all services, installations, replacements, tests and inspections are completed by a NICET with a minimum Level II or III certification in a subfield of Inspection and Testing of Water-Based Systems, or a State Fire Marshal approved equivalent certification, as required by FAC 69A-46.0165. The rates for services completed by this technician will be paid at the rates established for a "certified technician" on the Item Response Form.

13.2. A non-certified technician or helper may provide assistance to the certified technician. The rates for these services will be paid at the rates established for a "non-certified technician/helper" on the Item Response Form.

13.3. At all times during the Contract, CONTRACTOR shall maintain the licensing and certification requirements as listed in the Special Instructions to Vendors and the Specifications and Requirements.

13.4. CONTRACTOR shall provide competent workers with experience relative to the Contract.

13.5. CONTRACTOR's employees shall be in company uniform with company logo.

13.6. CONTRACTOR's Project Coordinator and equally responsible alternate must be able to clearly and effectively communicate with the County regarding all activities and/or situations related to the Contract. County may request the replacement of a Project Coordinator if these requirements are not met.

13.7. CONTRACTOR shall provide and require the wearing of protective clothing and personal protection equipment as required by applicable laws, regulations, ordinances and manufacturer recommendations.

13.8. Any Work to be provided by a subcontractor requires written approval by the Contract Administrator or designee prior to commencement of Work.

13.9. Any pre-installation fabrication or assembly at the CONTRACTOR's office/shop must be pre-approved by the County prior to commencement. Fabrication or assembly time shall be paid at the same hourly rate as the CONTRACTOR's scheduled, non-certified technician/helper during business hours. The parts and materials shall be paid as a pass-thru allowance.

13.10. CONCTRACTOR shall sign in and out of the security areas of each job site.

13.11. CONTRACTOR shall maintain a clean work area and shall remove any debris at its own expense.

13.12. Any subcontractors under the Contract shall follow the same standards and procedures as the CONTRACTOR.

13.13. CONTRACTOR shall provide drop cloths, buckets, sponges, and other job site protection.

13.14. When necessary, any furniture or artwork in the work area will be temporarily relocated by County staff.

13.15. While Work is in progress, the CONTRACTOR shall communicate with County to:

13.15.1. Report locations where Work is being performed.

13.15.2. Report status of Work.

13.15.3. Make a projection of the next day's work schedule.

13.15.4. Request guidance on problems, additional instructions, etc.

13.15.5. Receive special instructions.

14. PROPOSALS:

14.1. County may request a proposal from the CONTRACTOR regarding Work or services not already defined, such as an alteration to an existing fire sprinkler system, or repair Work.

14.2. For each proposal, the CONTRACTOR shall submit the following to the Contract Administrator or designee:

14.2.1. Location (Name of building and address).

14.2.2. Detailed Scope of Work.

14.2.3. Proposed completion time.

14.2.4. Itemized price list including each part/material and cost.

14.2.5. Itemized labor costs.

14.2.6. Produce data (if applicable).

14.2.7. List and price of anticipated parts and materials.

14.3. If the Contract Administrator or designee approves the proposal, County will issue a Notice to Proceed (NTP) and a purchase order, and the CONTRACTOR shall commence Work as agreed upon by County and the CONTRACTOR. The project completion time shall be set forth in the NTP.

14.4. County will not pay the CONTRACTOR for providing proposals; these additional costs shall factor into the CONTRACTOR's bid prices.

15. RECORDS AND CERTIFICATIONS:

15.1. The Contract Administrator or designee may inspect Work at any time to verify completion or status of Work.

15.2. Upon completion of tests and all corrections, CONTRACTOR shall provide a certification statement utilizing the applicable NFPA form to detail the results of each test and certify the condition of each system. The forms shall be completed for each location with copies provided to the Contract Administrator or designee. Date and time of completion of repairs, signed by department contact, shall be included.

15.3. CONTRACTOR shall maintain an accurate maintenance record with complete information of the Work and tests performed and parts furnished on each unit included in the Contract.

15.4. Records shall be retained by the CONTRACTOR, including but not limited to; all data, documents, reports, records, Contracts, and supporting materials relating to the project, and made available for inspection and/or audit during the term of the Contract. County shall receive copies of inspections and certification reports.

15.5. CONTRACTOR shall provide a certification statement using the NFPA #25 form. Provide a copy to the Contract Administrator or designee. This certificate shall note each Pass and Fail.

15.6. CONTRACTOR shall provide to County a checklist for each fire pump and fire sprinkler system listed for its awarded group of locations. The checklist shall contain the inspection date, inspector's name, related Work attributes and include items listed below. A typed report indicating inspections, adjustments and repairs made to each unit shall be provided within three (3) business days after each inspection.

16. PASS-THRU ALLOWANCES:

16.1. The cost of items not covered in the Specifications and Requirements may be considered a pass-thru allowance. The annual allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the CONTRACTOR for the identified allowance.

16.2. For each project requiring the use of pass-thru items, the CONTRACTOR is required to provide a written estimate identifying proposed items/services and their estimated costs.

16.3. All pass-thru items must be pre-approved by the Contract Administrator or designee.

16.4. No markup or additional fees, such as overhead and profit, are allowed on the payment of allowance items. The County reserves the right to request

verification for all pass-thru allowance usage and prices shall be fair, reasonable, meet industry standards, and shall be subject to audit.

16.5. Pass-thru allowances are limited to the following:

16.5.1. Signed and sealed engineering drawings for existing or upgraded fire suppression systems. CONTRACTOR shall provide at least one full set of original signed and sealed drawings to County for its records. Estimated in the amount of one thousand dollars ($1,000.00) annually.

16.5.2. Non-County Agency permits and fees required by governmental agencies other than the Broward County Board of County Commissioners. Excluded are licenses, permit-expediting services, re-inspection fees, "runner's fees" and expired permit fees. Submitting and securing permits is the responsibility of the CONTRACTOR. Estimated in the amount of one thousand dollars ($1,000.00) annually.

16.5.3. Miscellaneous parts, materials and inspections not supplied by County and not included in the weekly, quarterly and annual services. All warranties shall be provided to County. In cases where the CONTRACTOR manufactures its own parts, CONTRACTOR will charge County a price no higher than it charges its most favored customer. For items already in the CONTRACTOR's inventory, CONTRACTOR shall provide the current pricing list of its supplier/manufacturer. CONTRACTOR must charge County the same invoice prices as it is charged by its suppliers. Estimated in the amount of twenty-two thousand dollars ($22,000.00) annually.

17. WARRANTY:

17.1. CONTRACTOR warrants that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and in conformance with the Contract documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In all events CONTRACTOR shall indemnify, save and hold the County harmless from and against any and all damages, losses, demands, costs and expenses arising from claims by third parties for property damage, personal injury or other losses or damages.

18. INVOICING AND PAYMENT:

18.1. CONTRACTOR shall not be paid for Work completed that was not requested by County.

18.2. Payments for completed services will be made on a monthly basis, upon receipt of proper invoices and required supporting documentation.

18.3. Payment will only be made after services have been received, accepted and properly invoiced.

18.4. All invoices shall be legible and must include all of the following:

18.4.1. Broward County purchase order number.

18.4.2. Work order/request number.

18.4.3. Contract Administrator or designee's name.

18.4.4. CONTRACTOR's Project Coordinator's name.

18.4.5. Documentation that the remediation and restoration efforts which were successfully completed and that the location has been restored to normal acceptable conditions.

18.4.6. Dates of service.

18.4.7. Detailed description and location of Work performed.

18.4.8. Number of hours worked and labor/unit price rate.

18.4.9. Names of personnel that completed the Work.

18.4.10. For any pass-thru parts and/or materials, provide an itemized list of each part/material with its price and part/material number, and invoice from supplier.

18.4.11. For any permits or inspection fees, a detailed description of the permit and/or fee and a copy of the invoice with the actual incurred cost.

18.4.12. A full report of the actual Work performed including location, Work performed, parts/materials used, and part/material numbers. The report shall also include documentation, which demonstrates that remediation efforts were successfully completed, and the system/pump has been restored to standard acceptable condition.

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. **Execution of Solicitation Response:**
   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

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

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

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

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied

by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

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

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

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

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel

and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

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

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements

must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

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

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

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

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

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

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

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

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

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

VENDOR QUESTIONNAIRE

Quotations and Invitations for Bids

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

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

1. Legal business name:
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 address 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 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, including 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 purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ 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 a 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 impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing ☐ Yes ☐ No

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

Select One:

☐ Vendor certifies that this offer is made independently and free from collusion; or

☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

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

28. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☐ No

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

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 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:

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☐ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and 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 ☐

(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: _____ Email: _____ Telephone Number: _____

Vendor Name: _____

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

This form 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 SBE's or CBE's) 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 form does not substitute for certification or application for certification.

☐ Firm is a Broward County certified Small Business Enterprise (SBE)
☐ Firm is a Broward County certified County Business Enterprise (CBE)
☐ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (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.

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☐ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business Address:

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

Security Requirements – Aviation Department

A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.

B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.

E. The provisions hereof shall survive the expiration or any other termination of this contract.

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs

and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

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

D. Contractor Work Crews:

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

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

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

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

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

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update

information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

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

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

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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

1. Subcontracted Firm's Name: _____

- Subcontracted Firm's Address: _____

  Subcontracted Firm's Telephone Number: _____

- Contact Person's Name and Position: _____

  Contact Person's E-Mail Address: _____

  Estimated Subcontract/Supplies Contract Amount: _____

  Type of Work/Supplies Provided: _____

2. Subcontracted Firm's Name: _____

- Subcontracted Firm's Address: _____

  Subcontracted Firm's Telephone Number: _____

- Contact Person's Name and Position: _____

  Contact Person's E-Mail Address: _____

  Estimated Subcontract/Supplies Contract Amount: _____

  Type of Work/Supplies Provided: _____

3. Subcontracted Firm's Name: _____

Subcontracted Firm's Address: _____

Subcontracted Firm's Telephone Number: _____

Contact Person's Name and Position: _____

Contact Person's E-Mail Address: _____

Estimated Subcontract/Supplies Contract Amount: _____

Type of Work/Supplies Provided: _____

4. Subcontracted Firm's Name: _____

Subcontracted Firm's Address: _____

Subcontracted Firm's Telephone Number: _____

Contact Person's Name and Position: _____

Contact Person's E-Mail Address: _____

Estimated Subcontract/Supplies Contract Amount: _____

Type of Work/Supplies Provided: _____

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

Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

Living Wage Ordinance Requirements:

A. The County's estimated annual value of this contract is $100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.

B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.

D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**

E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx

G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.

H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.

1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting a bid to Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.

   i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.

   ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

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

Covered Employer: _____

Address: _____

Local Contact: _____ E-Mail Address: _____

Address: _____

Contract Amount: _____

Using Agency Served: _____

Solicitation No. and Title: _____

By signing below I hereby certify that the covered employees listed below: (please check one)

A. ☐ Receive a minimum pay of $_____per hour and are provided health benefits valued at $_____per hour.

B. ☐ Receive a minimum pay of $_____per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B

(Attach additional sheets in the format above, if needed)

I, _____of _____hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

_____ _____
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____day of _____, 20_____

STATE OF _____

COUNTY OF _____

_____ My commission expires: _____ (SEAL)
Notary Public (Sign name of Notary Public)

Personally Known ☐ or Produced Identification ☐ Type of Identification Produced: _____

Broward County Board of
County Commissioners

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: $_____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

☐ **(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

☐ **(LWO 26.103(f)(2): Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

_____ _____
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

_____ My commission expires: _____(SEAL)
Notary Public (Sign name of Notary Public)

Personally Known ☐ or Produced Identification ☐ Type of Identification Produced: _____

Workforce Investment Program Requirements:

A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds $500,000 per year or if the individual project value exceeds $500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.

B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:

1. be bound to contractual obligations under the contract;
2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
10. ensure that all of its subcontractors comply with the requirements of the Program.

D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

_____	_____	_____
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

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

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: _____

   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.

Exhibit
Minimum Insurance Requirements For
Fire Suppression Systems Repair and Maintenance Services.
The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement, any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [**x**] Premises–Operations [ ] Explosion, Collapse, Underground Hazards [**x**] Products/Completed Operations - 2 **years** [**x**] Contractual Insurance [**x**] Independent Contractors [**x**] Personal Injury [**x**] Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 2 mil**	**$4 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [**x**] Owned [**x**] Hired [**x**] Non-owned [**x**] Scheduled [**x**] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 300 k non-airside** **$ 5 mil airside**	
EXCESS/UMBRELLA LIABILITY [ ] Umbrella Form [ ] Products/Completed Operations	Combined single limit Bodily Injury & Property Damage		
[**x**] **WORKERS' COMPENSATION**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
[**x**] **EMPLOYERS' LIABILITY**	(each accident)	**$ 1 mil**	
The County reserves the right to require cyber insurance if necessary.	********Cyber Insurance shall be determined upon the award of the contract and understanding of the scope and work provided to County*******		
[ ] **PROFESSIONAL LIABILITY RISK – E&O**	(each accident)	**$ mil**	**$ mil**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Broward County must be added as an additional insured on the general liability, automobile liability and excess liability policies and loss payee on installation floater and builders risk. Certificate must be signed and all applicable deductibles shown. Indicate Bid #, RLI, or RFP and project manager on the COI. CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Contractor responsible for all tools, materials, equipment, machinery, etc. until completion of project and acceptance of the project by County.

CERTIFICATE HOLDER:
Broward County
220 SW 45th Street Suite 101
Fort Lauderdale, FL 33301 RE: Maintenance

Tracy Meyer
Aviation Department Risk Manager

Digitally signed by Tracy Meyer
DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer
Date: 2018.12.13 13:40:23 -05'00'

Question and Answers for Bid #BLD2118603B1 - Fire Suppression System Repair and Maintenance Services

Overall Bid Questions

Question 1

Is there an estimated budget for this? **(Submitted: May 31, 2019 8:20:29 AM EDT)**

Answer

- The estimated initial budget is $148,365 annually, with 2 one-year renewals the potential amount is $445,095.
(Answered: Jun 3, 2019 5:57:40 PM EDT)

Question 2

1) What time of day is preferable to test Flow and tamper devices?
2) What is the plan for the soon to be in service systems for this inspections contract?
3) Why is there no semi-annual inspections listed for pre-action systems release panels?
4) The tunnel B1-01-11 does not indicate the types of systems nor quantity. The Fire pumps are not listed? Nor Foam tanks/ systems
5) Items B1-01-24, 28 & Term 1, 3 & 4 Need to know how many Pre-action systems exist in terminals and are included in this pricing.
6) The FM200 systems are not indicated.
7) WSA will be doing all alarm panel work under their contract directly correct. **(Submitted: Jun 5, 2019 4:43:58 PM EDT)**

Answer

- 1)Refer to Specification and Requirements, Section 4.3.
2)Refer to Specification and Requirements, Section 1.4.
3)Refer to Specification and Requirements, Section 11.
4)Refer to Specification and Requirements, Section 8.
5)
T1 has 9
T2 has 2
T3 has 2
T4 has 16
Hibiscus Garage has 1
6)Refer to Specification and Requirements, Section 1.5 and Bid Line BLD2118603B1--01-15.
7)Correct **(Answered: Jun 14, 2019 2:35:01 PM EDT)**

Bid Tabulation Packet
for
Solicitation BLD2118603B1

Fire Suppression System Repair and Maintenance Services

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Bid #BLD2118603B1 - Fire Suppression System Repair and Maintenance Services

Creation Date **Apr 5, 2019**
Start Date **May 24, 2019 4:41:14 PM EDT**
End Date **Jul 12, 2019 2:00:00 PM EDT**
Awarded Date **Nov 14, 2019**

BLD2118603B1--01-01 Group 1: Annual Inspection - Cypress Garage East Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-02 Group 1: Annual Inspection - Cypress Garage West Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-03 Group 1: Annual Inspection - Hibiscus Garage Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			

Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-04 Group 1: Annual Inspection - Terminal 1, Fire Pump No. 1

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-05 Group 1: Annual Inspection - Terminal 1, Fire Pump No. 2

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-06 Group 1: Annual Inspection - Terminal 2, Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y

Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190		
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00		
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00		

BLD2118603B1--01-07 Group 1: Annual Inspection - Terminal 3, Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 345.00			

BLD2118603B1--01-08 Group 1: Annual Inspection - Terminal 4, Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $190.00	1 / each	$190.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 190			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100			

	Future Price Effective January 1, 2021: 345.00

BLD2118603B1--01-09 Group 1: Annual Inspection - Maintenance Building, Fire Pump

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $0.01	1 / each	$0.01		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .01 no pump			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00			
National Fire Protection, LLC	First Offer - $335.00	1 / each	$335.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00			

BLD2118603B1--01-10 Group 1: Annual Inspection - Maintenance Building, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00			
National Fire Protection, LLC	First Offer - $250.00	1 / each	$250.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 250.00			
Advanced Systems Inc	First Offer - $760.00	1 / each	$760.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836			

BLD2118603B1--01-11 Group 1: Annual Inspection - Tunnel Fire Suppression System

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $2,300.00	1 / each	$2,300.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2530			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $7,500.00	1 / each	$7,500.00		Y

Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 7600.00		
National Fire Protection, LLC	First Offer - $24,608.00	1 / each	$24,608.00		Y
Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 24608.00		

BLD2118603B1--01-12 Group 1: Three (3) Year Inspection - Foam Flow

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $450.00	1 / each	$450.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 495			
National Fire Protection, LLC	First Offer - $1,600.00	1 / each	$1,600.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 1600.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $15,840.00	1 / each	$15,840.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 18,990.00			

BLD2118603B1--01-13 Group 1: Five (5) Year Testing - Water Supply Flow

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
National Fire Protection, LLC	First Offer - $175.00	1 / each	$175.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 175.00			
Advanced Systems Inc	First Offer - $570.00	1 / each	$570.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 627			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $600.00	1 / each	$600.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 700.00			

BLD2118603B1--01-14 Group 1: Ten (10) Year Testing - Hydrostatic

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $285.00	1 / each	$285.00		Y
Product Code:		**Supplier Product Code:**			

Agency Notes:		**Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 313.50			
National Fire Protection, LLC	First Offer - $1,260.00	1 / each	$1,260.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1260.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $18,300.00	1 / each	$18,300.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 21960.00			

BLD2118603B1--01-15 Group 1: Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $480.00	2 / semi annual	$960.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1060.00			
Advanced Systems Inc	First Offer - $650.00	2 / semi annual	$1,300.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 715			
National Fire Protection, LLC	First Offer - $1,322.00	2 / semi annual	$2,644.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2644.00			

BLD2118603B1--01-16 Group 1: Semi-Annual Inspection - Terminal 4, Inergen System

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $252.50	2 / semi annual	$505.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 605.00			
Advanced Systems Inc	First Offer - $650.00	2 / semi annual	$1,300.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 715			
National Fire Protection, LLC	First Offer - $997.00	2 / semi annual	$1,994.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1994.00			

BLD2118603B1--01-17 Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
National Fire Protection, LLC	First Offer - $384.00	4 / quarter	$1,536.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00			
Advanced Systems Inc	First Offer - $760.00	4 / quarter	$3,040.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836			

BLD2118603B1--01-18 Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
National Fire Protection, LLC	First Offer - $384.00	4 / quarter	$1,536.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00			
Advanced Systems Inc	First Offer - $760.00	4 / quarter	$3,040.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836			

BLD2118603B1--01-19 Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Advanced Systems Inc	First Offer - $475.00	4 / quarter	$1,900.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 522.50 price is for each individual foam system.			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $540.00	4 / quarter	$2,160.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 2360.00			

National Fire Protection, LLC	First Offer - $1,944.00	4 / quarter	$7,776.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 7776.00			

BLD2118603B1--01-20 Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 1105.00			
National Fire Protection, LLC	First Offer - $384.00	4 / quarter	$1,536.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 1536.00			
Advanced Systems Inc	First Offer - $475.00	4 / quarter	$1,900.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 522.50 assume wet pipe is actually water foam. price is for each individual foam system.			

BLD2118603B1--01-21 Group 1: Quarterly Inspection - Hibiscus Garage Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 1105.00			
National Fire Protection, LLC	First Offer - $384.00	4 / quarter	$1,536.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 1536.00			
Advanced Systems Inc	First Offer - $760.00	4 / quarter	$3,040.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 836			

BLD2118603B1--01-22 Group 1: Quarterly Inspection - Palm Garage, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75			

		Future Price Effective January 1, 2021: 1105.00			
National Fire Protection, LLC	First Offer - $384.00	4 / quarter	$1,536.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00			
Advanced Systems Inc	First Offer - $760.00	4 / quarter	$3,040.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836			

BLD2118603B1--01-23 Group 1: Quarterly Inspection - Terminal 1, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
Advanced Systems Inc	First Offer - $1,140.00	4 / quarter	$4,560.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1254			
National Fire Protection, LLC	First Offer - $1,329.00	4 / quarter	$5,316.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 5316.00			

BLD2118603B1--01-24 Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers (Pre-action)

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
National Fire Protection, LLC	First Offer - $175.00	4 / quarter	$700.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 700.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
Advanced Systems Inc	First Offer - $380.00	4 / quarter	$1,520.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418 price is for each individual pre-action system			

BLD2118603B1--01-25 Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
Advanced Systems Inc	First Offer - $760.00	4 / quarter	$3,040.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836			
National Fire Protection, LLC	First Offer - $997.00	4 / quarter	$3,988.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00			

BLD2118603B1--01-26 Group 1: Quarterly Inspection - Terminal 3, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
National Fire Protection, LLC	First Offer - $997.00	4 / quarter	$3,988.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00			
Advanced Systems Inc	First Offer - $1,140.00	4 / quarter	$4,560.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1254			

BLD2118603B1--01-27 Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
National Fire Protection, LLC	First Offer - $997.00	4 / quarter	$3,988.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00			
Advanced Systems Inc	First Offer - $1,520.00	4 / quarter	$6,080.00		Y
Product Code:		**Supplier Product Code:**			

Agency Notes:	Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 100 Future Price Effective January 1, 2021: 1672

BLD2118603B1--01-28 Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers (Pre-action)

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
National Fire Protection, LLC	First Offer - $175.00	4 / quarter	$700.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 100 Future Price Effective January 1, 2021: 700.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 75 Future Price Effective January 1, 2021: 1105.00			
Advanced Systems Inc	First Offer - $380.00	4 / quarter	$1,520.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 100 Future Price Effective January 1, 2021: 418 price is for each individual pre-action system			

BLD2118603B1--01-29 Group 1: Quarterly Inspection - BCAD Security Bldg., Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 75 Future Price Effective January 1, 2021: 1105.00			
Advanced Systems Inc	First Offer - $380.00	4 / quarter	$1,520.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 100 Future Price Effective January 1, 2021: 418			
National Fire Protection, LLC	First Offer - $665.00	4 / quarter	$2,660.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 100 Future Price Effective January 1, 2021: 2660.00			

BLD2118603B1--01-30 Group 1: Quarterly Inspection - BCAD Mid-Field Fire Dept., Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 75 Future Price Effective January 1, 2021: 1105.00			
Advanced Systems Inc	First Offer - $380.00	4 / quarter	$1,520.00		Y

Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418		
National Fire Protection, LLC	First Offer - $665.00	4 / quarter	$2,660.00		**Y**
Product Code: **Agency Notes:**			**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2660.00		

BLD2118603B1--01-31 Group 1: Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $251.25	4 / quarter	$1,005.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00			
Advanced Systems Inc	First Offer - $360.00	4 / quarter	$1,440.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 369			
National Fire Protection, LLC	First Offer - $1,329.00	4 / quarter	$5,316.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 5316.00			

BLD2118603B1--01-32 Group 1: Foam Recovery

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
National Fire Protection, LLC	First Offer - $0.13	1 / pound	$0.13		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .16			
Advanced Systems Inc	First Offer - $0.15	1 / pound	$0.15		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .17			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $0.16	1 / pound	$0.16		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 30 **Future Price Effective January 1, 2021:** .19			

BLD2118603B1--01-33 Group 1: Cleaning Agent

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Systems Inc	First Offer - $30.00	1 / each	$30.00		**Y**
Product Code:		**Supplier Product Code:**			

Agency Notes:					
Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =: 0 **Future Price Effective January 1, 2021:** 33					
National Fire Protection, LLC	First Offer - $275.00	1 / each	$275.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 275.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $840.00	1 / each	$840.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 940			

BLD2118603B1--01-34 Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
National Fire Protection, LLC	First Offer - $100.00	1 / hour	$100.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 100.00			
Advanced Systems Inc	First Offer - $105.00	1 / hour	$105.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 85 **Future Price Effective January 1, 2021:** 115.50 4 hour minimum			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $120.00	1 / hour	$120.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 150.00			

BLD2118603B1--01-35 Group 1: Tractor/Tanker (includes Operator and Fuel

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $120.00	1 / hour	$120.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 150.00			
Advanced Systems Inc	First Offer - $160.00	1 / hour	$160.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 85 **Future Price Effective January 1, 2021:** 176 4 hour minimum			
National Fire Protection, LLC	First Offer - $185.00	1 / hour	$185.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100			

	Future Price Effective January 1, 2021: 185.00

BLD2118603B1--01-36 Group 1: Field Technician for Foam Recovery					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $90.00	1 / hour	$90.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 100.00			
Advanced Systems Inc	First Offer - $95.00	1 / hour	$95.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 104.5			
National Fire Protection, LLC	First Offer - $95.00	1 / hour	$95.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 95.00			

BLD2118603B1--01-37 Group 1: Tank decontamination and foam buster					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
Advanced Systems Inc	First Offer - $300.00	1 / each	$300.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 0 **Future Price Effective January 1, 2021**: 330 flat rate			
National Fire Protection, LLC	First Offer - $375.00	1 / each	$375.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 375.00			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $630.00	1 / each	$630.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 75 **Future Price Effective January 1, 2021**: 650.00			

BLD2118603B1--01-38 Group 1: Fire Fighting Foam (3% AFFF Concentrate)					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
National Fire Protection, LLC	First Offer - $990.00	1 / each	$990.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 990.00			
Advanced Systems Inc	First Offer - $1,200.00	1 / each	$1,200.00		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 0			

		Future Price Effective January 1, 2021: 1320			
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $1,350.00	1 / each	$1,350.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 5 **Future Price Effective January 1, 2021**: 1550.00			

BLD2118603B1--01-39 Group 1: Labor Rate for NICET II Technician during Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $78.00	300 / hour	$23,400.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 24400.00			
National Fire Protection, LLC	First Offer - $94.50	300 / hour	$28,350.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 28350.00			
Advanced Systems Inc	First Offer - $95.00	300 / hour	$28,500.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 104.50			

BLD2118603B1--01-40 Group 1: Labor Rate for NICET II Technician during Non-Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $90.00	40 / hour	$3,600.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 3700.00			
National Fire Protection, LLC	First Offer - $141.00	40 / hour	$5,640.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 5640.00			
Advanced Systems Inc	First Offer - $142.50	40 / hour	$5,700.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 156.75			

BLD2118603B1--01-41 Group 1: Emergency Labor Rate for NICET II Technician during Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $90.00	40 / hour	$3,600.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100			

		Future Price Effective January 1, 2021: 3700.00			
National Fire Protection, LLC	First Offer - $94.50	40 / hour	$3,780.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 3780.00			
Advanced Systems Inc	First Offer - $95.00	40 / hour	$3,800.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 104.50			

BLD2118603B1--01-42 Group 1: Emergency Labor Rate for NICET II Technician during Non-Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $90.00	20 / hour	$1,800.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 1900.00			
National Fire Protection, LLC	First Offer - $141.00	20 / hour	$2,820.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 2820.00			
Advanced Systems Inc	First Offer - $142.50	20 / hour	$2,850.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 156.75			

BLD2118603B1--01-43 Group 1: Labor Rate for Non-Certified Technician/Helper during Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $55.00	40 / hour	$2,200.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 2300.00			
National Fire Protection, LLC	First Offer - $75.00	40 / hour	$3,000.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 3000.00			
Advanced Systems Inc	First Offer - $80.00	40 / hour	$3,200.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =**: 100 **Future Price Effective January 1, 2021**: 88			

BLD2118603B1--01-44 Group 1: Labor Rate for Non-Certified Technician/Helper during Non-Business Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Sprinklermatic Fire Protection Systems, Inc.	First Offer - $55.00	20 / hour	$1,100.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1200.00			
National Fire Protection, LLC	First Offer - $110.00	20 / hour	$2,200.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2200.00			
Advanced Systems Inc	First Offer - $120.00	20 / hour	$2,400.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 132			

Supplier Totals

f Advanced Systems Inc — **$98,545.16 (44/44 items)**

Bid Contact **David Wallace**
davew@asifire.com
Ph 954-921-2224

Address **1415 S. 30 Ave**
Hollywood, FL 33020

Supplier Code VC0000021012

Bid Notes **prices do not include backflow testing and certification as they were not listed**

Agency Notes:	Supplier Notes:	Head Attch:
	prices do not include backflow testing and certification as they were not listed	

Bid Allowance		$22,000.00

f Sprinklermatic Fire Protection Systems, Inc. — **$123,285.16 (44/44 items)**

Bid Contact **Greg Stechert**
greg@sprinklermatic.net
Ph 754-779-1300

Address **6840 Cross Bayou Drive**
Pinellas Park, FL 34684

Agency Notes:	Supplier Notes:	Head Attch:

Bid Allowance		$22,000.00

f National Fire Protection, LLC — **$128,128.13 (44/44 items)**

Bid Contact **Neal Segal**
nsegal@natlfire.com
Ph 305-522-9046

Address **3125 W. Commercial Blvd.**
Fort Lauderdale, FL 33309

Agency Notes:	Supplier Notes:	Head Attch:

Bid Allowance		$22,000.00

**

Advanced Systems Inc

Bid Contact **David Wallace**
davew@asifire.com
Ph 954-921-2224

Address **1415 S. 30 Ave**
Hollywood, FL 33020

Supplier Code VC0000021012

Bid Notes **prices do not include backflow testing and certification as they were not listed**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
BLD2118603B1--01-01	Group 1: Annual Inspection - Cypress Garage East Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	Y
BLD2118603B1--01-02	Group 1: Annual Inspection - Cypress Garage West Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	Y
BLD2118603B1--01-03	Group 1: Annual Inspection - Hibiscus Garage Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	Y
BLD2118603B1--01-04	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 1	**Supplier Product Code: Provide What Percentage (%) of Bid Price is**	**First Offer - $190.00**	1 / each	**$190.00**	Y

		Labor Cost =: 100 **Future Price Effective January 1, 2021:** 190				
BLD2118603B1--01-05	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 2	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	**Y**
BLD2118603B1--01-06	Group 1: Annual Inspection - Terminal 2, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	**Y**
BLD2118603B1--01-07	Group 1: Annual Inspection - Terminal 3, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	**Y**
BLD2118603B1--01-08	Group 1: Annual Inspection - Terminal 4, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 190	**First Offer - $190.00**	1 / each	**$190.00**	**Y**

BLD2118603B1--01-09	Group 1: Annual Inspection - Maintenance Building, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .01 **Supplier Notes:** no pump	**First Offer - $0.01**	1 / each	**$0.01**	**Y**
BLD2118603B1--01-10	Group 1: Annual Inspection - Maintenance Building, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836	**First Offer - $760.00**	1 / each	**$760.00**	**Y**
BLD2118603B1--01-11	Group 1: Annual Inspection - Tunnel Fire Suppression System	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2530	**First Offer - $2,300.00**	1 / each	**$2,300.00**	**Y**
BLD2118603B1--01-12	Group 1: Three (3) Year Inspection - Foam Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective**	**First Offer - $450.00**	1 / each	**$450.00**	**Y**

		January 1, 2021: 495				
BLD2118603B1–01-13	Group 1: Five (5) Year Testing - Water Supply Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 627	**First Offer - $570.00**	1 / each	**$570.00**	**Y**
BLD2118603B1–01-14	Group 1: Ten (10) Year Testing - Hydrostatic	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 313.50	**First Offer - $285.00**	1 / each	**$285.00**	**Y**
BLD2118603B1–01-15	Group 1: Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 715	**First Offer - $650.00**	2 / semi annual	**$1,300.00**	**Y**
BLD2118603B1–01-16	Group 1: Semi-Annual Inspection - Terminal 4, Inergen System	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 715	**First Offer - $650.00**	2 / semi annual	**$1,300.00**	**Y**
BLD2118603B1–01-17	Group 1: Quarterly Inspection -	**Supplier Product Code: Provide What**	**First Offer - $760.00**	4 / quarter	**$3,040.00**	**Y**

	Cypress Garage East Fire Sprinklers	**Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836				
BLD2118603B1--01-18	Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836	**First Offer - $760.00**	4 / quarter	**$3,040.00**	**Y**
BLD2118603B1--01-19	Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 522.50 **Supplier Notes:** price is for each individual foam system.	**First Offer - $475.00**	4 / quarter	**$1,900.00**	**Y**
BLD2118603B1--01-20	Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 522.50 **Supplier Notes:** assume wet pipe is actually water	**First Offer - $475.00**	4 / quarter	**$1,900.00**	**Y**

		foam. price is for each individual foam system.				
BLD2118603B1–01-21	Group 1: Quarterly Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836	**First Offer - $760.00**	4 / quarter	**$3,040.00**	**Y**
BLD2118603B1–01-22	Group 1: Quarterly Inspection - Palm Garage, Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836	**First Offer - $760.00**	4 / quarter	**$3,040.00**	**Y**
BLD2118603B1–01-23	Group 1: Quarterly Inspection - Terminal 1, Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1254	**First Offer - $1,140.00**	4 / quarter	**$4,560.00**	**Y**
BLD2118603B1–01-24	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers (Pre-action)	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418 **Supplier**	**First Offer - $380.00**	4 / quarter	**$1,520.00**	**Y**

		Notes: price is for each individual pre-action system				
BLD2118603B1--01-25	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 836	**First Offer - $760.00**	4 / quarter	**$3,040.00**	**Y**
BLD2118603B1--01-26	Group 1: Quarterly Inspection - Terminal 3, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1254	**First Offer - $1,140.00**	4 / quarter	**$4,560.00**	**Y**
BLD2118603B1--01-27	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1672	**First Offer - $1,520.00**	4 / quarter	**$6,080.00**	**Y**
BLD2118603B1--01-28	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers (Pre-action)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418	**First Offer - $380.00**	4 / quarter	**$1,520.00**	**Y**
		Supplier				

		Notes: price is for each individual pre-action system				
BLD2118603B1--01-29	Group 1: Quarterly Inspection - BCAD Security Bldg., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418	**First Offer - $380.00**	4 / quarter	**$1,520.00**	**Y**
BLD2118603B1--01-30	Group 1: Quarterly Inspection - BCAD Mid-Field Fire Dept., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 418	**First Offer - $380.00**	4 / quarter	**$1,520.00**	**Y**
BLD2118603B1--01-31	Group 1: Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 369	**First Offer - $360.00**	4 / quarter	**$1,440.00**	**Y**
BLD2118603B1--01-32	Group 1: Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .17	**First Offer - $0.15**	1 / pound	**$0.15**	**Y**

BLD2118603B1–01-33	Group 1: Cleaning Agent	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 0 **Future Price Effective January 1, 2021:** 33	**First Offer - $30.00**	1 / each	**$30.00**	**Y**
BLD2118603B1–01-34	Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 85 **Future Price Effective January 1, 2021:** 115.50 **Supplier Notes:** 4 hour minimum	**First Offer - $105.00**	1 / hour	**$105.00**	**Y**
BLD2118603B1–01-35	Group 1: Tractor/Tanker (includes Operator and Fuel	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 85 **Future Price Effective January 1, 2021:** 176 **Supplier Notes:** 4 hour minimum	**First Offer - $160.00**	1 / hour	**$160.00**	**Y**
BLD2118603B1–01-36	Group 1: Field Technician for Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 104.5	**First Offer - $95.00**	1 / hour	**$95.00**	**Y**

BLD2118603B1--01-37	Group 1: Tank decontamination and foam buster	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 0 **Future Price Effective January 1, 2021:** 330 **Supplier Notes:** flat rate	**First Offer - $300.00**	1 / each	**$300.00**	**Y**
BLD2118603B1--01-38	Group 1: Fire Fighting Foam (3% AFFF Concentrate)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 0 **Future Price Effective January 1, 2021:** 1320	**First Offer - $1,200.00**	1 / each	**$1,200.00**	**Y**
BLD2118603B1--01-39	Group 1: Labor Rate for NICET II Technician during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 104.50	**First Offer - $95.00**	300 / hour	**$28,500.00**	**Y**
BLD2118603B1--01-40	Group 1: Labor Rate for NICET II Technician during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 156.75	**First Offer - $142.50**	40 / hour	**$5,700.00**	**Y**
BLD2118603B1--01-41	Group 1: Emergency Labor Rate for NICET II	**Supplier Product Code: Provide What Percentage (%)**	**First Offer - $95.00**	40 / hour	**$3,800.00**	**Y**

	Technician during Business Hours	**of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 104.50				
BLD2118603B1--01-42	Group 1: Emergency Labor Rate for NICET II Technician during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 156.75	**First Offer - $142.50**	20 / hour	**$2,850.00**	**Y**
BLD2118603B1--01-43	Group 1: Labor Rate for Non-Certified Technician/Helper during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 88	**First Offer - $80.00**	40 / hour	**$3,200.00**	**Y**
BLD2118603B1--01-44	Group 1: Labor Rate for Non-Certified Technician/Helper during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 132	**First Offer - $120.00**	20 / hour	**$2,400.00**	**Y**
Bid Allowance			$22,000.00			

Lot Total **$98,545.16**

Supplier Total **$98,545.16**

Supplier: **Advanced Systems Inc**

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

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

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

   (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

   No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless

otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

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

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and

instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

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

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal

and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

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

20. **Notice:**

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

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

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

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

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

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

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

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

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of

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

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

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

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

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

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

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

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

Supplier: **Advanced Systems Inc**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **Advanced Systems Inc.**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **59-1098273**
4. Dun and Bradstreet No.: **050441005**
5. Website address (if applicable): **asifire.com**
6. Principal place of business address: **1415 So 30 Ave**
   Hollywood, Fl 33020
7. Office location responsible for this project: **Same**
8. Telephone no.: **954-921-2224**
   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: **David Wallave**

    Title: **President**

    E-mail: **davew@asifire.com**

    Telephone No.: **954-921-2224**

    Name: **Casey Thomas**

    Title: **Service Manager**

    E-mail: **cthomas@asifire.com**

    Telephone No.: **954-921-2224**

    Generic e-mail address for purchase orders: **davew@asifire.com**
    (Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
    a) **David Wallace Pres**
    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, including the reinstatement date, if granted. ☐ Yes ☑ No

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

Fire protection services

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **54**

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 purchaser? The County reserves the right to verify prior to a recommendation of award. ☑ 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 a 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 impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing ☐ Yes ☑ No
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), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

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

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

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

FLL Terminal 3 renovations

Tenet heath facilities

28. Has your firm completely inspected the project site(s) prior to submitting response? [x] Yes [ ] No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. [ ] Yes [x] No

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

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Fire Protection services**

Contract/Project Title: **Fire Standpipe feed**

Agency: **Broward Health Imperial point**

Contact Name/Title: **Steve Fredrickson**

Contact Telephone: **954-776-8691**

Email: **sfredrickson@browardhealth.org**

Contract/Project Dates (Month and Year): **12/17 - 5/18**

Contract Amount: **212,000**

Reference 2:

Scope of Work: **Fire Protection**

Contract/Project Title: **FLL T-3 JetBlue CIBIS**
Agency:
Contact Name/Title: **Marc Parent Pres**
Contact Telephone: **561-641-9565**
Email: **marc@pbbIders.com**
Contract/Project Dates (Month and Year): **2015 -current**
Contract Amount: **$1mil +**

Reference 3:
Scope of Work: **Fire protection**
Contract/Project Title: **South West Airlines Provo whse**
Agency:
Contact Name/Title: **Malcom Mac Innes**
Contact Telephone: **954-532-9620**
Email: **mgm@mgmgc.com**
Contract/Project Dates (Month and Year): **8/18**
Contract Amount: **$30,000**

Supplier: **Advanced Systems Inc**

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☑ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and 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 (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: **Advanced Systems Inc** Email: **davew@asifire.com** Telephone Number: **954-921-2224**

Vendor Name: Advanced Systems Inc

Supplier: **Advanced Systems Inc**

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

This form 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 SBE's or CBE's) 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 form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☑ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

Advanced Systems Inc.
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.

Supplier: **Advanced Systems Inc**

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☑ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business Address: **1415 So 30 Ave Hollywood, Fl 33020**

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

David Wallace	**Pres**	**Advanced Systems Inc.**	**6/3/19**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**COMPANY**	**DATE**

Supplier: **Advanced Systems Inc**

Security Requirements – Aviation Department

A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.

B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.

E. The provisions hereof shall survive the expiration or any other termination of this contract.

Supplier: **Advanced Systems Inc**

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

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

D. Contractor Work Crews:

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

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for

a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

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

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer.

The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

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

9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Supplier: **Advanced Systems Inc**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

- ☑ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

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

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

DAVID R WALLACE	**PRESIDENT**	**6-3-19**
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

Supplier: Advanced Systems Inc

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

DAVID R WALLACE	**PRESIDENT**	**6-3-19**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Supplier: **Advanced Systems Inc**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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


bold line seperating sections

1. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

  Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

  Contact Person's E-Mail Address:

  Estimated Subcontract/Supplies Contract Amount:

  Type of Work/Supplies Provided:


bold line seperating sections

2. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

  Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

  Contact Person's E-Mail Address:

  Estimated Subcontract/Supplies Contract Amount:

  Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

   Subcontracted Firm's Address:

   Subcontracted Firm's Telephone Number:

   Contact Person's Name and Position:

   Contact Person's E-Mail Address:

   Estimated Subcontract/Supplies Contract Amount:

   Type of Work/Supplies Provided:

bold line seperating sections

4. Subcontracted Firm's Name:

   Subcontracted Firm's Address:

   Subcontracted Firm's Telephone Number:

   Contact Person's Name and Position:

   Contact Person's E-Mail Address:

   Estimated Subcontract/Supplies Contract Amount:

   Type of Work/Supplies Provided:

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

David Wallace	Pres	Advanced Systems Inc	6/3/19
Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

Supplier: **Advanced Systems Inc**

Workforce Investment Program Requirements:

A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds $500,000 per year or if the individual project value exceeds $500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.

B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:

1. be bound to contractual obligations under the contract;
2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
10. ensure that all of its subcontractors comply with the requirements of the Program.

D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

David Wallace	**Pres**	**6/3/19**
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Supplier: **Advanced Systems Inc**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

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

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: **Advanced Systems Inc.**

   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.

Sprinklermatic Fire Protection Systems, Inc.

Bid Contact **Greg Stechert**
greg@sprinklermatic.net
Ph 754-779-1300

Address **6840 Cross Bayou Drive**
Pinellas Park, FL 34684

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BLD2118603B1--01-01	Group 1: Annual Inspection - Cypress Garage East Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-02	Group 1: Annual Inspection - Cypress Garage West Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-03	Group 1: Annual Inspection - Hibiscus Garage Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260	**First Offer - $250.00**	1 / each	**$250.00**	**Y**

BLD2118603B1--01-04	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 1	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-05	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 2	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-06	Group 1: Annual Inspection - Terminal 2, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-07	Group 1: Annual Inspection - Terminal 3, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is**	**First Offer - $250.00**	1 / each	**$250.00**	**Y**

		Labor Cost =: 75 **Future Price Effective January 1, 2021:** 260.00				
BLD2118603B1--01-08	Group 1: Annual Inspection - Terminal 4, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-09	Group 1: Annual Inspection - Maintenance Building, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-10	Group 1: Annual Inspection - Maintenance Building, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 260.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-11	Group 1: Annual Inspection - Tunnel	**Supplier Product**	**First Offer - $7,500.00**	1 / each	**$7,500.00**	**Y**

	Fire Suppression System	**Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 7600.00				
BLD2118603B1--01-12	Group 1: Three (3) Year Inspection - Foam Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 18,990.00	**First Offer - $15,840.00**	1 / each	**$15,840.00**	**Y**
BLD2118603B1--01-13	Group 1: Five (5) Year Testing - Water Supply Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 700.00	**First Offer - $600.00**	1 / each	**$600.00**	**Y**
BLD2118603B1--01-14	Group 1: Ten (10) Year Testing - Hydrostatic	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75	**First Offer - $18,300.00**	1 / each	**$18,300.00**	**Y**

		Future Price Effective January 1, 2021: 21960.00				
BLD2118603B1--01-15	Group 1: Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1060.00	**First Offer - $480.00**	2 / semi annual	**$960.00**	**Y**
BLD2118603B1--01-16	Group 1: Semi-Annual Inspection - Terminal 4, Inergen System	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 605.00	**First Offer - $252.50**	2 / semi annual	**$505.00**	**Y**
BLD2118603B1--01-17	Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-18	Group 1: Quarterly	**Supplier**	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**

	Inspection - Cypress Garage West Fire Sprinklers	**Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00				
BLD2118603B1--01-19	Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 2360.00	**First Offer - $540.00**	4 / quarter	**$2,160.00**	**Y**
BLD2118603B1--01-20	Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-21	Group 1: Quarterly Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is**	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**

		Labor Cost =: 75 **Future Price Effective January 1, 2021:** 1105.00				
BLD2118603B1--01-22	Group 1: Quarterly Inspection - Palm Garage, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-23	Group 1: Quarterly Inspection - Terminal 1, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-24	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers (Pre-action)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**

BLD2118603B1--01-25	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-26	Group 1: Quarterly Inspection - Terminal 3, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-27	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-28	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers (Pre-action)	**Supplier Product Code: Provide What**	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**

		Percentage (%) of Bid Price is Labor Cost =: 75 **Future Price Effective January 1, 2021:** 1105.00				
BLD2118603B1--01-29	Group 1: Quarterly Inspection - BCAD Security Bldg., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-30	Group 1: Quarterly Inspection - BCAD Mid-Field Fire Dept., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 1105.00	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**
BLD2118603B1--01-31	Group 1: Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective**	**First Offer - $251.25**	4 / quarter	**$1,005.00**	**Y**

		January 1, 2021: 1105.00				
BLD2118603B1--01-32	Group 1: Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 30 **Future Price Effective January 1, 2021:** .19	**First Offer - $0.16**	1 / pound	**$0.16**	**Y**
BLD2118603B1--01-33	Group 1: Cleaning Agent	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 940	**First Offer - $840.00**	1 / each	**$840.00**	**Y**
BLD2118603B1--01-34	Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 150.00	**First Offer - $120.00**	1 / hour	**$120.00**	**Y**
BLD2118603B1--01-35	Group 1: Tractor/Tanker (includes Operator and Fuel	**Supplier Product Code: Provide What**	**First Offer - $120.00**	1 / hour	**$120.00**	**Y**

		Percentage (%) of Bid Price is Labor Cost =: 75 **Future Price Effective January 1, 2021:** 150.00				
BLD2118603B1--01-36	Group 1: Field Technician for Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 100.00	**First Offer - $90.00**	1 / hour	**$90.00**	**Y**
BLD2118603B1--01-37	Group 1: Tank decontamination and foam buster	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 75 **Future Price Effective January 1, 2021:** 650.00	**First Offer - $630.00**	1 / each	**$630.00**	**Y**
BLD2118603B1--01-38	Group 1: Fire Fighting Foam (3% AFFF Concentrate)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 5 **Future Price Effective January 1, 2021:** 1550.00	**First Offer - $1,350.00**	1 / each	**$1,350.00**	**Y**

BLD2118603B1--01-39	Group 1: Labor Rate for NICET II Technician during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 24400.00	**First Offer - $78.00**	300 / hour	**$23,400.00**	**Y**
BLD2118603B1--01-40	Group 1: Labor Rate for NICET II Technician during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3700.00	**First Offer - $90.00**	40 / hour	**$3,600.00**	**Y**
BLD2118603B1--01-41	Group 1: Emergency Labor Rate for NICET II Technician during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3700.00	**First Offer - $90.00**	40 / hour	**$3,600.00**	**Y**
BLD2118603B1--01-42	Group 1: Emergency Labor Rate for NICET II Technician during	**Supplier Product Code: Provide What**	**First Offer - $90.00**	20 / hour	**$1,800.00**	**Y**

	Non-Business Hours	**Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1900.00				
BLD2118603B1--01-43	Group 1: Labor Rate for Non-Certified Technician/Helper during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2300.00	**First Offer - $55.00**	40 / hour	**$2,200.00**	**Y**
BLD2118603B1--01-44	Group 1: Labor Rate for Non-Certified Technician/Helper during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1200.00	**First Offer - $55.00**	20 / hour	**$1,100.00**	**Y**
Bid Allowance			$22,000.00			

Lot Total **$101,285.16**

Supplier Total **$123,285.16**

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

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

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

   (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

   No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless

otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

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

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and

instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

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

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal

and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

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

20. **Notice:**

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

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

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

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

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

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

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

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

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of

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

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

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

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

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

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

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

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

Supplier: Sprinklermatic Fire Protection Systems, Inc.

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **SPRINKLERMATIC FIRE PROTECTION SYSTEMS, INC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **65-0733326**
4. Dun and Bradstreet No.: **159888361**
5. Website address (if applicable): **WWW.SPRINKLERMATIC.NET**
6. Principal place of business address: **4740 DAVIE ROAD**
   DAVIE FLORIDA 33314
7. Office location responsible for this project: **4740 DAVIE ROAD**
   DAVIE FLORIDA 33314
8. Telephone no.: **954-327-3686**
   Fax no.:
9. Type of business (check appropriate box):
   - [x] Corporation (specify the state of incorporation): **FLORIDA**
   - [ ] Sole Proprietor
   - [ ] Limited Liability Company (LLC)
   - [ ] Limited Partnership
   - [ ] General Partnership (State and County filled in)
   - [ ] Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

    Name: **CLINT REED**

    Title: **SALES MANAGER**

    E-mail: **CLINT@SPRINKLERMATIC.NET**

    Telephone No.: **954-327-3686**

    Name: **GREG STECHERT**

    Title: **LIFE SAFETY CONSULTANT**

    E-mail: **GREG@SPRINKLERMATIC.NET**

    Telephone No.: **954-383-9247**

    Generic e-mail address for purchase orders: **GREG@SPRINKLERMATIC.NET**
    (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) **ROBIN COLLIER - PRESIDENT**
    b) **TIM O' BRIEN - VICE PRESIDENT**
    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, including the reinstatement date, if granted. ☐ Yes ☑ No

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

DESIGN, INSTALLATION, REPAIR, TEST & INSPECTION OF FIRE SPRINKLER, FIRE PUMPS, FIRE BACK-FLOWS, AND DELUGE SYSTEMS.

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **31 YEARS**

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 purchaser? The County reserves the right to verify prior to a recommendation of award. ☐ 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 a 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 impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing ☑ Yes ☐ No
If yes, Living Wage increased the pricing by **15%** or decreased the pricing by **0%**.

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), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any

other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.
Select One:

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

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

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

PINELLAS COUNTY

MONROE COUNTY

28. Has your firm completely inspected the project site(s) prior to submitting response? [x] Yes [ ] No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. [ ] Yes [x] No

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

TRUCKS

VANS

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **TEST / INSPECTION**

Contract/Project Title: **ALL GOVERNMENT FACILITIES**

Agency: **MARION COUNTY PROCUREMENT SERVICES**

Contact Name/Title: **TIM FISH / FACILITIES MANAGER**

Contact Telephone: **352-671-8750**

Email: **TIMOTHY.FISH@MARIONCOUNTYFL.ORG**

Contract/Project Dates (Month and Year): **2013-CURRENT**
Contract Amount: **27,000.00**

Reference 2:
Scope of Work: **TEST / INSPECTION**
Contract/Project Title: **ALL GOVERNMENT FACILITIES**
Agency: **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**
Contact Name/Title: **AMY MARTIN / ANALYST COORDINATOR**
Contact Telephone: **737-464-3151**
Email: **AMARTIN@PINELLASCOUNTY.ORG**
Contract/Project Dates (Month and Year): **2018-2023**
Contract Amount: **1.2 MILLION**

Reference 3:
Scope of Work: **TEST / INSPECTION**
Contract/Project Title: **ALL MONROE COUNTY SCHOOLS**
Agency: **MONROE COUNTY SCHOOLS**
Contact Name/Title: **MICHAEL DIGBY / FACILITIES MANAGER**
Contact Telephone: **305-849-3387**
Email: **MICHAEL.DIGBY@KEYSSCHOOLS.COM**
Contract/Project Dates (Month and Year): **2013-CURRENT**
Contract Amount: **10,800.00**

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☑ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☐
Case Number, Name, and 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 (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? Yes ☐ No ☐
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name:

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

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

This form 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 SBE's or CBE's) 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 form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☑ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

SPRINKLERMATIC FIRE PROTECTION SYSTEMS, INC
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.

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☑ Local Business ☑ Locally-Headquartered Business

Local or Locally-Headquartered Business Address: **4740 DAVIE RD**
DAVIE FLORIDA 33314

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Greg Stechert	**LIFE SAFETY CONSULTANT**	**SPRINKLERMATIC FIRE PROTECTION SYSTEMS, INC**	**6/11/2019**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**COMPANY**	**DATE**

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

Security Requirements – Aviation Department

A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.

B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.

E. The provisions hereof shall survive the expiration or any other termination of this contract.

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

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

D. Contractor Work Crews:

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

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for

a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

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

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer.

The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

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

9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

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

Greg Stechert	**LIFE SAFETY CONSULTANT**	**6/11/2019**
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

Greg Stechert	**LIFE SAFETY CONSULTANT**	**6/11/2019**
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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

 bold line seperating sections

1. Subcontracted Firm's Name: **NONE**

- Subcontracted Firm's Address:

  Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

  Contact Person's E-Mail Address:

  Estimated Subcontract/Supplies Contract Amount:

  Type of Work/Supplies Provided:

 bold line seperating sections

2. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

  Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

  Contact Person's E-Mail Address:

  Estimated Subcontract/Supplies Contract Amount:

  Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

   Subcontracted Firm's Address:

   Subcontracted Firm's Telephone Number:

   Contact Person's Name and Position:

   Contact Person's E-Mail Address:

   Estimated Subcontract/Supplies Contract Amount:

   Type of Work/Supplies Provided:

bold line seperating sections

4. Subcontracted Firm's Name:

   Subcontracted Firm's Address:

   Subcontracted Firm's Telephone Number:

   Contact Person's Name and Position:

   Contact Person's E-Mail Address:

   Estimated Subcontract/Supplies Contract Amount:

   Type of Work/Supplies Provided:

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

Greg Stechert	LIFE SAFETY CONSULTANT	SPRINKLERMATIC FIRE SAFETY SOLUTIONS, INC	6/11/2019
Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

Workforce Investment Program Requirements:

A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds $500,000 per year or if the individual project value exceeds $500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.

B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:

1. be bound to contractual obligations under the contract;
2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
10. ensure that all of its subcontractors comply with the requirements of the Program.

D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

TIMOTHY O' BRIEN **VICE PRESIDENT** **6/11/19**

AUTHORIZED SIGNATURE/NAME TITLE DATE

Supplier: **Sprinklermatic Fire Protection Systems, Inc.**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

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

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: **SPRINKLERMATIC FIRE PROTECTION SYSTEMS, INC**

   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.

National Fire Protection, LLC

Bid Contact **Neal Segal**
nsegal@natlfire.com
Ph 305-522-9046

Address **3125 W. Commercial Blvd.**
Fort Lauderdale, FL 33309

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
BLD2118603B1--01-01	Group 1: Annual Inspection - Cypress Garage East Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	Y	Y
BLD2118603B1--01-02	Group 1: Annual Inspection - Cypress Garage West Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**		Y
BLD2118603B1--01-03	Group 1: Annual Inspection - Hibiscus Garage Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**		Y

BLD2118603B1--01-04	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 1	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
BLD2118603B1--01-05	Group 1: Annual Inspection - Terminal 1, Fire Pump No. 2	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
BLD2118603B1--01-06	Group 1: Annual Inspection - Terminal 2, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
BLD2118603B1--01-07	Group 1: Annual Inspection - Terminal 3, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is**	**First Offer - $335.00**	1 / each	**$335.00**	**Y**

		Labor Cost =: 100 **Future Price Effective January 1, 2021:** 345.00				
BLD2118603B1--01-08	Group 1: Annual Inspection - Terminal 4, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
BLD2118603B1--01-09	Group 1: Annual Inspection - Maintenance Building, Fire Pump	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 345.00	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
BLD2118603B1--01-10	Group 1: Annual Inspection - Maintenance Building, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 250.00	**First Offer - $250.00**	1 / each	**$250.00**	**Y**
BLD2118603B1--01-11	Group 1: Annual Inspection - Tunnel	**Supplier Product**	**First Offer - $24,608.00**	1 / each	**$24,608.00**	**Y**

	Fire Suppression System	**Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 24608.00				
BLD2118603B1--01-12	Group 1: Three (3) Year Inspection - Foam Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1600.00	**First Offer - $1,600.00**	1 / each	**$1,600.00**	**Y**
BLD2118603B1--01-13	Group 1: Five (5) Year Testing - Water Supply Flow	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 175.00	**First Offer - $175.00**	1 / each	**$175.00**	**Y**
BLD2118603B1--01-14	Group 1: Ten (10) Year Testing - Hydrostatic	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100	**First Offer - $1,260.00**	1 / each	**$1,260.00**	**Y**

		Future Price Effective January 1, 2021: 1260.00				
BLD2118603B1--01-15	Group 1: Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2644.00	**First Offer - $1,322.00**	2 / semi annual	**$2,644.00**	**Y**
BLD2118603B1--01-16	Group 1: Semi-Annual Inspection - Terminal 4, Inergen System	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1994.00	**First Offer - $997.00**	2 / semi annual	**$1,994.00**	**Y**
BLD2118603B1--01-17	Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00	**First Offer - $384.00**	4 / quarter	**$1,536.00**	**Y**

BLD2118603B1--01-18	Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00	**First Offer - $384.00**	4 / quarter	**$1,536.00**	**Y**
BLD2118603B1--01-19	Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 7776.00	**First Offer - $1,944.00**	4 / quarter	**$7,776.00**	**Y**
BLD2118603B1--01-20	Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00	**First Offer - $384.00**	4 / quarter	**$1,536.00**	**Y**
BLD2118603B1--01-21	Group 1: Quarterly Inspection - Hibiscus Garage Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid**	**First Offer - $384.00**	4 / quarter	**$1,536.00**	**Y**

		Price is Labor Cost =: 100 **Future Price Effective January 1, 2021:** 1536.00				
BLD2118603B1--01-22	Group 1: Quarterly Inspection - Palm Garage, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 1536.00	**First Offer - $384.00**	4 / quarter	**$1,536.00**	**Y**
BLD2118603B1--01-23	Group 1: Quarterly Inspection - Terminal 1, Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 5316.00	**First Offer - $1,329.00**	4 / quarter	**$5,316.00**	**Y**
BLD2118603B1--01-24	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers (Pre-action)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 700.00	**First Offer - $175.00**	4 / quarter	**$700.00**	**Y**

BLD2118603B1--01-25	Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00	**First Offer - $997.00**	4 / quarter	**$3,988.00**	**Y**
BLD2118603B1--01-26	Group 1: Quarterly Inspection - Terminal 3, Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00	**First Offer - $997.00**	4 / quarter	**$3,988.00**	**Y**
BLD2118603B1--01-27	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3988.00	**First Offer - $997.00**	4 / quarter	**$3,988.00**	**Y**
BLD2118603B1--01-28	Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers (Pre-action)	**Supplier Product Code:** **Provide What**	**First Offer - $175.00**	4 / quarter	**$700.00**	**Y**

		Percentage (%) of Bid Price is Labor Cost =: 100 **Future Price Effective January 1, 2021:** 700.00				
BLD2118603B1--01-29	Group 1: Quarterly Inspection - BCAD Security Bldg., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2660.00	**First Offer - $665.00**	4 / quarter	**$2,660.00**	**Y**
BLD2118603B1--01-30	Group 1: Quarterly Inspection - BCAD Mid-Field Fire Dept., Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2660.00	**First Offer - $665.00**	4 / quarter	**$2,660.00**	**Y**
BLD2118603B1--01-31	Group 1: Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1,**	**First Offer - $1,329.00**	4 / quarter	**$5,316.00**	**Y**

		2021: 5316.00				
BLD2118603B1--01-32	Group 1: Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** .16	**First Offer - $0.13**	1 / pound	**$0.13**	**Y**
BLD2118603B1--01-33	Group 1: Cleaning Agent	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 275.00	**First Offer - $275.00**	1 / each	**$275.00**	**Y**
BLD2118603B1--01-34	Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 100.00	**First Offer - $100.00**	1 / hour	**$100.00**	**Y**
BLD2118603B1--01-35	Group 1: Tractor/Tanker (includes Operator and Fuel	**Supplier Product Code: Provide What Percentage**	**First Offer - $185.00**	1 / hour	**$185.00**	**Y**

		(%) of Bid Price is Labor Cost =: 100 **Future Price Effective January 1, 2021:** 185.00				
BLD2118603B1--01-36	Group 1: Field Technician for Foam Recovery	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 95.00	**First Offer - $95.00**	1 / hour	**$95.00**	**Y**
BLD2118603B1--01-37	Group 1: Tank decontamination and foam buster	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 375.00	**First Offer - $375.00**	1 / each	**$375.00**	**Y**
BLD2118603B1--01-38	Group 1: Fire Fighting Foam (3% AFFF Concentrate)	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 990.00	**First Offer - $990.00**	1 / each	**$990.00**	**Y**

BLD2118603B1--01-39	Group 1: Labor Rate for NICET II Technician during Business Hours	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 28350.00	**First Offer - $94.50**	300 / hour	**$28,350.00**	**Y**
BLD2118603B1--01-40	Group 1: Labor Rate for NICET II Technician during Non-Business Hours	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 5640.00	**First Offer - $141.00**	40 / hour	**$5,640.00**	**Y**
BLD2118603B1--01-41	Group 1: Emergency Labor Rate for NICET II Technician during Business Hours	**Supplier Product Code:** **Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3780.00	**First Offer - $94.50**	40 / hour	**$3,780.00**	**Y**
BLD2118603B1--01-42	Group 1: Emergency Labor Rate for NICET II Technician during Non-Business Hours	**Supplier Product Code:** **Provide What Percentage (%) of Bid**	**First Offer - $141.00**	20 / hour	**$2,820.00**	**Y**

		Price is Labor Cost =: 100 **Future Price Effective January 1, 2021:** 2820.00				
BLD2118603B1--01-43	Group 1: Labor Rate for Non-Certified Technician/Helper during Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 3000.00	**First Offer - $75.00**	40 / hour	**$3,000.00**	**Y**
BLD2118603B1--01-44	Group 1: Labor Rate for Non-Certified Technician/Helper during Non-Business Hours	**Supplier Product Code: Provide What Percentage (%) of Bid Price is Labor Cost =:** 100 **Future Price Effective January 1, 2021:** 2200.00	**First Offer - $110.00**	20 / hour	**$2,200.00**	**Y**
Bid Allowance			$22,000.00			

Lot Total **$128,128.13**

Supplier Total **$128,128.13**

National Fire Protection, LLC

Item: **Group 1:Annual Inspection - Cypress Garage East Fire Pump**

Attachments

National Fire Protection - BLD2118603B1.pdf

Solicitation BLD2118603B1

Fire Suppression System Repair and Maintenance Services

Bid Designation: Public

BROWARD COUNTY
FLORIDA
Purchasing Division
www.broward.org/purchasing

Broward County Board of County Commissioners

Broward County Board of
County Commissioners
Bid BLD2118603B1

Bid BLD2118603B1
Fire Suppression System Repair and Maintenance Services

Bid Number	BLD2118603B1
Bid Title	Fire Suppression System Repair and Maintenance Services
Bid Start Date	May 24, 2019 4:41:14 PM EDT
Bid End Date	Jun 28, 2019 2:00:00 PM EDT
Question & Answer End Date	Jun 5, 2019 5:00:00 PM EDT
Bid Contact	Mary Moss Purchasing Agent Purchasing Division 954-357-6078 mmoss@broward.org
Bid Contact	Randy Plunkett Purchasing Agent Purchasing Division 954-357-6630 rplunkett@broward.org
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	120 days
Pre-Bid Conference	Jun 4, 2019 10:00:00 AM EDT Attendance is mandatory Location: Broward County Aviation Maintenance Building 3400 SW 2nd Avenue, Room: 211 Fort Lauderdale, FL 33315 Please have identification and a copy of the solicitation document. Attendance at the pre-bid conference is MANDATORY. Please make arrangements to be represented or your bid will not be accepted. This information session presents an opportunity for the vendors to clarify any concerns regarding bid requirements. Failure to attend the mandatory pre-bid conference will deem the Vendor non-responsive. Job site visitation is strongly recommended; submission of a bid will be construed that the vendor is acquainted sufficiently with the work to be performed. If you require any auxiliary aids for communication, please call 357-6066 so that arrangements can be made in advance.
Bid Comments	**Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the purchase of Fire Suppression Systems Repair and Maintenance Services for**

Broward County Board of
County Commissioners

Broward County Aviation Department (BCAD), Fort Lauderdale/Hollywood International Airport (FLL).

Term: The initial contract period shall start on date of award and shall terminate on December 31, 2020.

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

This is a Living Wage Service Contract – refer to Living Wage Ordinance Requirements section for additional information.

Notice: Effective January 1, 2019, for all new contracts, extensions, renewals or amendments, the living wage rates are at least $13.27 per hour with health care benefit amounts of at least $1.63 per hour, or at least $14.90 per hour without health care benefits, adjusted annually as provided in the Living Wage Ordinance. Further be advised, the health care benefit amount will increase to $3.44 per hour, effective January 1, 2021.

The bidder is instructed to offer a price for each line item for service(s) through December 31, 2020 as well as a price for each line item for service(s) effective January 1, 2021.

The bidder is instructed to provide the percentage of the price that is attributed to the labor portion of the service(s).

County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

Basis of Award : It is the County's intent to award this contract to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. Per paragraph 10 of the General Terms & Conditions, the County reserves the right to award as deemed in its best interest.

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 BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. 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 BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Added on Jun 12, 2019:
Addendum No. 1, dated June 12, 2019, MUST be acknowledge on the Vendor Acknowledgement form to be considered responsive:
The bid end date and time has been revised from Friday, June 14, 2019 at 2:00 pm to Friday, June 28, 2019 at 2:00 pm.

Addendum # 1

Previous End Date	Jun 14, 2019 2:00:00 PM EDT	New End Date	Jun 28, 2019 2:00:00 PM EDT

Item Response Form

Item	BLD2118603B1--01-01 - Group 1: Annual Inspection - Cypress Garage East Fire Pump
Lot Description	Group 1

Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Includes the Rental Car Center. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-02 - Group 1: Annual Inspection - Cypress Garage West Fire Pump
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Includes the Rental Car Center. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-03 - Group 1: Annual Inspection - Hibiscus Garage Fire Pump
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT

MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Palm Garage uses this fire pump as well. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-04 - Group 1: Annual Inspection - Terminal 1, Fire Pump No. 1
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-05 - Group 1: Annual Inspection - Terminal 1, Fire Pump No. 2
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-06 - Group 1: Annual Inspection - Terminal 2, Fire Pump
Lot Description	Group 1
Quantity	1 each

Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-07 - Group 1: Annual Inspection - Terminal 3, Fire Pump
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
200 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-08 - Group 1: Annual Inspection - Terminal 4, Fire Pump
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE

3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-09 - Group 1: Annual Inspection - Maintenance Building, Fire Pump
Lot Description	Group 1
Quantity	1 each
Unit Price	$335
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$345
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-10 - Group 1: Annual Inspection - Maintenance Building, Fire Sprinklers
Lot Description	Group 1
Quantity	1 each
Unit Price	$250
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$250
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-11 - Group 1: Annual Inspection - Tunnel Fire Suppression System
Lot Description	Group 1
Quantity	1 each

Unit Price	$24,608
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$24,608
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Runway 9R-27L/10R-28L, Florida East Coast Railroad, U.S. 1. Price offered shall be for one complete service each year.

Item	BLD2118603B1--01-12 - Group 1: Three (3) Year Inspection - Foam Flow
Lot Description	Group 1
Quantity	1 each
Unit Price	$1600
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1600
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Three (3) Year Inspection - Foam Flow with NFPA 25. Price offered shall be for each service every 3 years.

Item	BLD2118603B1--01-13 - Group 1: Five (5) Year Testing - Water Supply Flow
Lot Description	Group 1
Quantity	1 each
Unit Price	$175
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$175
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE

FORT LAUDERDALE FL 33315
Qty 1

Description
Five (5) Year Testing - Water Supply Flow with NFPA 25. Price offered shall be for each service every 5 years.

Item	BLD2118603B1--01-14 - Group 1: Ten (10) Year Testing - Hydrostatic
Lot Description	Group 1
Quantity	1 each
Unit Price	$1260
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1260
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Ten (10) Year Testing - Hydrostatic with NFPA 25. Price offered shall be for each service every 10 years.

Item	BLD2118603B1--01-15 - Group 1: Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers
Lot Description	Group 1
Quantity	2 semi annual
Unit Price	$1322
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1322
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 2

Description
6th Floor FAA Room (FM-200). Price offered shall be for each service every 6 months.

Item	BLD2118603B1--01-16 - Group 1: Semi-Annual Inspection - Terminal 4, Inergen System
Lot Description	Group 1
Quantity	2 semi annual
Unit Price	$997

Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$997
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 2

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 6 months.

Item	BLD2118603B1--01-17 - Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$384
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$384
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Cypress Garage East Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-18 - Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$384
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$384
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE

FORT LAUDERDALE FL 33315
Qty 4

Description
Quarterly Inspection - Cypress Garage West Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-19 - Group 1: Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$1944
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1944
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water). Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-20 - Group 1: Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$384
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$384
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe). Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-21 - Group 1: Quarterly Inspection - Hibiscus Garage Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter

Unit Price	$384
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$384
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Hibiscus Garage Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-22 - Group 1: Quarterly Inspection - Palm Garage, Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$384
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$384
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Palm Garage, Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-23 - Group 1: Quarterly Inspection - Terminal 1, Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$1329
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1329
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE

3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
Concourses B and C, 50 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-24 - Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers (Pre-action)
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$175
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$175
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-25 - Group 1: Quarterly Inspection - Terminal 2, Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$997
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$997
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
100 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-26 - Group 1: Quarterly Inspection - Terminal 3, Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter

Unit Price	$997
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$997
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Concourses E and F, 200 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-27 - Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$997
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$997
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
Quarterly Inspection - Terminal 4, Fire Sprinklers. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-28 - Group 1: Quarterly Inspection - Terminal 4, Fire Sprinklers (Pre-action)
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$175
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$175
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT

MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 4

Description
300 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-29 - Group 1: Quarterly Inspection - BCAD Security Bldg., Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$665
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$665
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
3545 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-30 - Group 1: Quarterly Inspection - BCAD Mid-Field Fire Dept., Fire Sprinklers
Lot Description	Group 1
Quantity	4 quarter
Unit Price	$665
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$665
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
250 Terminal Dr., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-31 - Group 1: Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers

Lot Description	Group 1
Quantity	4 quarter
Unit Price	$1329
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$1329
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 4

Description
3400 SW 2 Ave., Fort Lauderdale, FL 33315. Price offered shall be for each service every 3 months.

Item	BLD2118603B1--01-32 - Group 1: Foam Recovery
Lot Description	Group 1
Quantity	1 pound
Unit Price	.13
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	.16
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Disposal of Non-hazardous liquids for solidification. Price offered shall be for each pound.

Item	BLD2118603B1--01-33 - Group 1: Cleaning Agent
Lot Description	Group 1
Quantity	1 each
Unit Price	$275
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$275
Delivery Location	Broward County Board of County Commissioners AV0019

AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
Cleaning Agent. Price offered shall be for each cleaning agent.

Item	BLD2118603B1--01-34 - Group 1: Bobtail Vacuum Truck (includes Operator and Fuel)
Lot Description	Group 1
Quantity	1 hour
Unit Price	$100
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$100
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-35 - Group 1: Tractor/Tanker (includes Operator and Fuel
Lot Description	Group 1
Quantity	1 hour
Unit Price	$185
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$185
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-36 - Group 1: Field Technician for Foam Recovery
Lot Description	Group 1

Quantity	1 hour
Unit Price	$95
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$95
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-37 - Group 1: Tank decontamination and foam buster
Lot Description	Group 1
Quantity	1 each
Unit Price	$375
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$375
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 1

Description
Must be approved by the BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-38 - Group 1: Fire Fighting Foam (3% AFFF Concentrate)
Lot Description	Group 1
Quantity	1 each
Unit Price	$990
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$990
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT

MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1

Description
55 gallon drum. Price offered shall be for each 55 gallon drum.

Item	BLD2118603B1--01-39 - Group 1: Labor Rate for NICET II Technician during Business Hours
Lot Description	Group 1
Quantity	300 hour
Unit Price	$94.50
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$94.50
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 300

Description
Scheduled labor rate for NICET II Technician during business hours (7 a.m. - 4 p.m., Monday - Friday) for services not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-40 - Group 1: Labor Rate for NICET II Technician during Non-Business Hours
Lot Description	Group 1
Quantity	40 hour
Unit Price	$141
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$141
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 40

Description
Scheduled labor rate for NICET II technician during non-business hours for work not included in weekly, monthly and annual inspections. Must be approved by County in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-41 - Group 1: Emergency Labor Rate for NICET II Technician during Business Hours
Lot Description	Group 1
Quantity	40 hour
Unit Price	$94.50
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$94.50
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 40

Description
Emergency labor rate for NICET II technician during business hours (7 a.m. - 4 p.m., Monday - Friday). Price offered shall be for each hour.

Item	BLD2118603B1--01-42 - Group 1: Emergency Labor Rate for NICET II Technician during Non-Business Hours
Lot Description	Group 1
Quantity	20 hour
Unit Price	$141
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$141
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 20

Description
Emergency labor rate for NICET II technician during non-business hours. Price offered shall be for each hour.

Item	BLD2118603B1--01-43 - Group 1: Labor Rate for Non-Certified Technician/Helper during Business Hours
Lot Description	Group 1
Quantity	40 hour
Unit Price	$75
Provide What Percentage (%) of Bid Price is Labor Cost =	100%

Future Price Effective January 1, 2021	$75
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 40

Description
Scheduled labor rate for non-certified technician/helper during business hours (7 a.m. - 4 p.m., Monday - Friday) for services not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

Item	BLD2118603B1--01-44 - Group 1: Labor Rate for Non-Certified Technician/Helper during Non-Business Hours
Lot Description	Group 1
Quantity	20 hour
Unit Price	$110
Provide What Percentage (%) of Bid Price is Labor Cost =	100%
Future Price Effective January 1, 2021	$110
Delivery Location	Broward County Board of County Commissioners AV0019 AVIATION DEPARTMENT MAINTENANCE 3400 SW 2ND AVE FORT LAUDERDALE FL 33315 Qty 20

Description
Scheduled labor rate for non-certified technician/helper during non-business hours for work not included in weekly, monthly and annual inspections. Must be approved by BCAD in advance. Price offered shall be for each hour.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Fire Suppression Systems Repair and Maintenance Services

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment, services and incidentals for the purchase of Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD), Fort Lauderdale/Hollywood International Airport (FLL) and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate on December 31, 2020. The Director of Purchasing may renew the contract for two, one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of the contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

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

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

B. Specifications and Requirements:

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

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

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

C. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

D. Federal Transit Administration Requirements:
Not applicable to the solicitation.

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

F. Licensing Requirements:
Proof of licensing 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.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in the solicitation, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of solicitation submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the County, will be considered responsible and responsive to the solicitation.

State: FIRE PROTECTION SYSTEM CONTRACTOR I; OR

OR

FIRE PROTECTION SYSTEM CONTRACTOR II

County: N/A

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

G. Certification Requirements:
Proof of certification 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 to comply within stated timeframes.

Contractor shall ensure that all services, installations, replacements, tests and inspections are completed by a National Institute Certified Engineering Technician (NICET) with a minimum Level II or III certification in a subfield of Inspection and Testing of Water-Based Systems, or a State Fire Marshal approved equivalent certification, as required by FAC 69A-46.0165.

H. Public Bid Disclosure Act:
In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The using agency will be responsible for paying for any and all permits, licenses, and fees, imposed on the Work by agencies of the Broward County Commission. This does not alleviate the Vendor from obtaining the permits.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

I. **Permits and Fees: (for Agencies other than Broward County Commissioners)**
The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

J. **Allowance (Pass-Thru) Items:** (Estimated Total $22,000)
The total annual amount for allowance items is an estimate only will be automitically included in the total price bid.

- Miscellaneous Parts, Materials and Inspections
  Estimated in the amount of $20,000

- Engineering Drawings
  Estimated in the amount of $1,000

- Permits and Fees
  Estimated in the amount of $1,000

K. **Payment:**
Final payment and release of retainage will be paid in full upon completion of all requirements.

1. Pursuant to Section 11 of the General Conditions, "Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number."

2. If the solicitation includes an allowance amount for permits, parts on a pass thru, or other identified types of allowances, 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.

e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.

f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

L. Basis of Award: Section 10 of the General Conditions is replaced by the following: Although the intended Basis of Award may be stipulated herein, the County still reserves the right to award on an item by item basis, group by group basis, total bid price basis, or any combination thereof, or reject bids in the same aforementioned per basis manner. Therefore, Bidders must bid on all items for award consideration as described herein. Failure to bid on all items may result in rejection of bid. A Bidder desiring to offer "No Charge" on an item within a group or total bid price basis must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in Bid Sync; otherwise, the group will be construed as incomplete and bid may be rejected. The County reserves the right to make multiple awards under the contract, as deemed in its best interest. In the event the County exercises this right, the low, responsive, responsible Bidder will be designated as the Primary Vendor. The next low, responsive, responsible Bidder will be designated as the Secondary Vendor, and so forth, as determined by the County. The County reserves the right to waive technicalities and irregularities and to reject any or all responses, as it deems appropriate.

[End of Section]

SPECIFICATION AND REQUIREMENTS
Fire Suppression Systems Repair and Maintenance Services

1. **SCOPE OF WORK:**
For the purpose of establishing a Procurement Contract for Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD) (County), Fort Lauderdale/Hollywood International Airport (FLL). Fire Suppression services to include inspection, testing, certification and repairs of various systems consisting of Fire Pumps, Fire Sprinklers Systems, Inergen and Foam-Water Deluge Systems.

1.1. CONTRACTOR shall furnish all labor, materials, equipment, personal protective equipment, services, equipment (including ladders), tools, supervision, transportation, fuel and other incidentals as required to complete the services, including inspections, certifications and testing, unless otherwise noted on the Contract. Prices offered on Item Response Form include, but are not limited all such costs, and constitute complete compensation.

1.2. The Contract shall include all repairs and changes deemed necessary by the Fire Marshal having jurisdiction for the applicable building or National Fire Protection Association (NFPA) codes. The Contract may include updating the sprinkler configuration to conform with building code or NFPA code requirements due to the relocation of walls or changes made to the interior layout. The Contract allows for replacements only; it is not for the design and/or installation of new fire sprinkler systems or fire pumps.

1.3. Services under the Contract may require the job site presence of the County's fire alarm system CONTRACTOR. The fire alarm system CONTRACTOR shall be paid by this County Contract. The CONTRACTOR shall be paid at the established location rate(s) even if the fire alarm system CONTRACTOR fails to appear. Locations with multiple zones may require a National Institute Certified Engineering Technician (NICET) certified technician, a non-certified technician/helper, and the CONTRACTOR shall factor in any additional labor costs into its bid process.

1.4. County reserves the right to modify the Contract by Amendment for the addition and/or deletion of locations, change in frequency of inspections, and other Scope of Work (Work) modifications. If adding locations, CONTRACTOR shall quote County with a price for the duration of the Contract. CONTRACTOR and County shall mutually agree upon said price. Price shall be comparable to a location similar size and Work.

1.5. Locations: The Work is to be performed at the following County, FLL facilities:

Facility Name:	Address:
BCAD Security Building	3545 S.W. 2nd Avenue, Fort Lauderdale, FL 33315
BCAD Mid-Field Fire Department	250 Terminal Drive, Fort Lauderdale, FL 33315
Cypress Garage (East & West)	600 Terminal Drive, Fort Lauderdale, FL 33315
Hibiscus Garage	6th Floor FAA Room (FM-200)
Maintenance Building	3400 S.W. 2 Avenue, Fort Lauderdale, FL 33315
Palm Garage	400 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 1	50 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 2	100 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 3	200 Terminal Drive, Fort Lauderdale, FL 33315
Terminal 4	300 Terminal Drive, Fort Lauderdale, FL 33315
Tunnels	Runway 9R-27L/10R-28L, Florida East Coast Railroad, U.S. 1, Perimeter Rd.

2. MINIMUM QUALIFICATIONS:

2.1. Broward County is seeking bids from those firms demonstrating a minimum of five (5) years of experience providing the services requested in the specifications for projects of similar scope and size.

3. CONTRACT START – UP AND IDENTIFICATION REQUIREMENTS:

3.1. Commencement of the Contract shall be on the first of the month following forty-five (45) business days from the Contract date of award. During this time the CONTRACTOR shall be required to:

3.1.1. Attend a start-up meeting with Broward County no later than five (5) business days from date of award. The meeting includes a walk-through of the County facilities to ensure that the scheduling of activities in conjunction with the airlines and tenant operations is fully understood.

3.1.2. Immediately initiate security badge applications for all employees assigned to the Fire Suppression Contract.

3.1.3. Schedule an on-site orientation with County and CONTRACTOR's managers and key personnel for areas of services.

3.1.4. CONTRACTOR shall identify and provide the Contract Administrator or designee with list of names and telephone numbers of its key personnel who shall be responsible for fulfilling all the requirements of the Contract. CONTRACTOR Key Personnel List shall be provided to the Contract Administrator or designee fifteen (15) business days prior to the Contract start date and shall be updated when changes are made.

3.1.5. The CONTRACTOR shall designate a Project Coordinator and equally responsible alternate (e.g., Supervisor) who will act as the point of contact for the CONTRACTOR. The equally responsible alternate shall take on the Project Coordinator duties when the primary Project Coordinator is absent. The name of the Project Coordinator and an equally responsible alternate shall be designated in writing to the Contract Administrator or designee fifteen (15) business days prior to the Contract start date.

3.1.6. CONTRACTOR shall, within thirty (30) business days from the Contract award, perform an inspection and assess the condition of all equipment covered under the Contract to establish a condition baseline. The survey shall be submitted to the Contract Administrator or designee for review and approval. The survey shall include the CONTRACTOR's observations of deficiencies in equipment condition, operation and/or performance and shall provide a written baseline report of discrepancies, which once approved by the Contract Administrator or designee will serve as a "starting point" for the CONTRACTOR to provide the ongoing maintenance.

3.1.7. CONTRACTOR shall develop and provide Preventive Maintenance Plans and schedules to cover all Work to be performed for review and approval by Contract Administrator or designee during CONTRACTOR's Phase-in.

3.2. All employees under the Contract with the CONTRACTOR shall have unescorted access into the "Security Identification display Area" (SIDA) and Customs Border Patrol Areas (Customs) and must attend the SIDA class prior to Work assignment. All employees must be fingerprinted, approved, and ready to Work at the time of the Contract start date. Failure to have ALL employees approved at the time of the Contract start date may result in Contract termination. Copy of all Contract personnel security badges shall be provided to the Contract Administrator or designee ten (10) business days after Contract start date.

3.3. In order for the CONTRACTOR's employees to have unescorted access in restricted, secured or sterile areas of the airport facilities, it is a federal requirement that each of the CONTRACTOR's employees pass a background check and be badged with a Custom's seal. For specific badging requirements, costs and forms please contact the Airport's Security Badging Office at http://fll.net.

3.4. CONTRACTOR is responsible for ensuring acquisition of all necessary security badges, vehicle permits and Security Services from all entities having regulatory jurisdiction of the sites. All security costs, and time associated with obtaining security clearance, will be at CONTRACTOR's cost and will not be reimbursed by the County.

3.5. CONTRACTOR shall not permit any individual to have keys or access to locked rooms designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to County's interest, and that the individual(s) is/are authorized to be admitted in accordance with applicable orders, rules, regulations and instructions.

3.6. CONTRACTOR shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the County and shall maintain a record of the key numbers issued to its employees. These prohibitions and requirements shall also be applicable to all individuals regarding access, removal, and/or possession of any information, confidential data, materials, supplies, or equipment. CONTRACTOR shall not duplicate and shall not allow any such issued items to be duplicated or removed from the job site. All key and other entry devices used by the CONTRACTOR's employees in the performance of the Work shall be returned to the County when the Contract expires.

3.7. CONTRACTOR shall immediately report to the County all keys and/or security badges issued to it by the County that are lost or stolen.

3.8. Under no circumstances shall any of the CONTRACTOR's personnel, vehicles, or equipment enter or move upon any area not authorized by County, Homeland Security, Customs Border Patrol, and any security mandates in place.

4. CONTRACTOR RESPONSIBILITIES:

4.1. Be an established company servicing Broward County area for over five (5) years with qualified and licensed technicians in the fire protection industry.

4.2. CONTRACTOR shall only complete the services requested in County's written purchase order/work request. CONTRACTOR may not be reimbursed for Work completed without a County written purchase order/work request.

4.3. Business hours are 7:00 a.m. to 4:00 p.m., Monday through Friday. Any services to be performed during non-business hours shall be approved by

the Contract Administrator or their designee prior to the commencement of Work.

4.4. CONTRACTOR shall provide twenty-four (24) hours, seven (7) days a week emergency services. For emergencies, CONTRACTOR must respond by telephone within thirty (30) minutes of County's request and arrive on-site two (2) hours of request by County, unless other arrangements are agreed upon between the Contract Administrator or their designee and CONTRACTOR.

4.5. For non-emergencies, CONTRACTOR shall arrive on-site within four (4) hours unless other arrangements are made with the Contract Administrator or their designee. An immediate assessment of the problem encountered must be communicated to the Contract Administrator or their designee within thirty (30) minutes of arrival at the job site. If an immediate repair is not possible, an accurate projection of expected completion time must be provided to the Contract Administrator or their designee.

4.6. CONTRACTOR shall conduct the minimum testing required for NFPA compliance for fire sprinkler system certification, fire standpipe certification and backflow preventer certification at scheduled times approved by the Contract Administrator or their designee. The backflow preventer certifications will be charged by time and materials as provided in the Line Item Response Form.

4.7. CONTRACTOR shall be fully responsible for any property damage to the job site or equipment due to its negligence. BCAD is not responsible for any damage to a utility caused by the CONTRACTOR. Such repairs shall be performed at the CONTRACTOR's expense and must meet the satisfaction of the Contract Administrator or their designee prior to final acceptance.

4.8. CONTRACTOR shall furnish complete mechanical maintenance services. This includes all labor, materials, equipment, supervision, reports, preventative maintenance and all repairs listed as emergency services, and replacement of worn or defective parts and devices for emergency pumps at specified locations during the contract period.

4.9. CONTRACTOR shall be responsible for providing all equipment required to service all locations properly.

4.10. Hourly rates shall start upon commencement of work at job site and terminate upon completion of work at the job site. The minimum number of hours to be charged is one hour, and all time beyond the first hour shall be pro-rated into quarter hours. For example, 1 to 15 minutes is equal to a

quarter-hour and 16 to 30 minutes is equal to half an hour. All hours are subject to verification by the County.

4.11. Time for completion of services is within fourteen (14) business days from issuance of purchase order/work request unless date falls on a Saturday, Sunday or holiday, in which service shall be completed the next succeeding business day. CONTRACTOR shall coordinate all inspections and certifications with the Contract Administrator or their designee within one (1) business day from receipt of purchase order/work request.

4.12. CONTRACTOR shall be responsible for all measurements and accurate fittings.

5. WATER SYSTEM TEST AND INSPECTIONS:

5.1. Inspections, testing and maintenance shall satisfy the requirements of the most current edition of NFPA 72 and NFPA 25 codes adopted by the Authority Having Jurisdiction (AHJ) and equipment manufacturer's equipment recommendations.

5.2. Testing shall include, but not limited to all sprinkler heads, control valves (all types), pressure reducing valves, backflow prevention assemblies, all pipes from the point of service as defined in Florida Statutes 633.021 (16) to the building system, hoses and hose cabinets, hanging brackets, gauges, fire department connections, water gongs, flow alarm and tamper devices, standpipe, drains, spare sprinkler heads and cabinet with wrench, hydraulic name plates, all related equipment and accessories (exceptions: underground piping beyond the PIV) shall be inspected and tested (if applicable), including the exercising of valves (i.e. opening and closing), to confirm proper operation and the readiness of the system. This will include a flow test on systems with roof manifolds (if applicable) with the water flow: gal at psi, static pressures, and residual pressures, all recorded.

5.3. Each dry pipe/cross zone system panel shall be individually tagged at completion of inspection.

5.4. All pipes, pipe hangers and pipefittings shall be inspected. Adjust and/or replace these as necessary.

5.5. All valve in the fire sprinkler system, including the backflow preventer but not including the hose valves, shall be exercised and inspected. Adjust and repack as needed. Lubricate retaining bolts and screws and replace if needed.

5.6. CONTRACTOR shall notify the Contract Administrator/ designee immediately after a fire pump test failure. CONTRACTOR shall make repairs in accordance to the appropriate NFPA code.

5.7. CONTRACTOR shall furnish complete mechanical maintenance services. This includes all labor, materials, equipment, supervision, reports, preventative maintenance and all repairs listed as emergency services and replacement of worn or defective parts and devices for emergency pumps at specified locations during the Contract.

6. FOAM SYSTEM TESTS AND INSPECTIONS:

6.1. Semi-Annual Tests and Inspections:

6.1.1. Run fire pump for 30 minutes.

6.1.2. Operate all valves inside the pump room and on the three berths; lubricate where appropriate.

6.1.3. Provide testing of flow switch for the fire pump house sprinkler system.

6.1.4. Provide visual inspection of all of the aboveground piping, hose reels and monitors.

6.1.5. Tag all systems after inspections are completed.

6.1.6. Provide Work performed in accordance with NFPA 25 Annual Sprinkler Inspection Permit Form.

6.1.7. Complete all testing and inspections in accordance with NFPA 25.

6.2. Annual Tests and Inspections:

6.2.1. Provide full flow performance tests for all fire pumps.

6.2.2. Operate all valves inside all pump rooms; lubricate where appropriate.

6.2.3. Provide testing of flow switch for the fire pump house sprinkler systems.

6.2.4. Provide visual inspection of the sprinkler systems.

6.2.5. Certify backflow preventers.

6.2.6. Provide visual inspection and testing of fire pump gauges.

6.2.7. Inspect and flow (water only), each of the monitors and hose reels.

6.2.8. Provide visual inspection of foam concentrate.

6.2.9. Provide visual inspection of all above ground piping, fittings and pipe supports.

6.2.10. Tag all systems after inspections are completed.

6.2.11. Provide Work performed in accordance with NFPA 25 Annual Sprinkler Inspection Permit Form.

6.2.12. Flow water to fully flush the system.

6.2.13. Complete all testing and inspections in accordance with NFPA 25.

6.3. Three (3) Year Foam Flow Inspection in accordance with NFPA 25.

6.4. Five (5) Year Water Supply Flow Testing in accordance with NFPA 25.

6.5. Ten (10) Year Hydrostatic Testing in accordance with NFPA 25.

7. **ELECTRIC FIRE PUMP REPAIR AN MAINTENANCE:**

The symbol * denotes that replacement parts for these items, due to wear and tear or third-party damage, require prior approval from the Contract Administrator or their designee. Replacement requests shall be handled by a request for proposal (Section 13). The maintenance and repair of the electrical fire pumps shall be pursuant to the appropriate NFPA codes in addition to the following:

7.1. Electric Fire Pump

7.1.1. Exercise isolating switch and circuit breaker.

7.1.2. Check and record phase voltages and currents if applicable.

7.1.3. Replace control bulbs as needed.

7.1.4. Operate manual starting means.

7.1.5. Operate emergency starting means.

7.1.6. Operate automatic starting means.

7.1.7. Follow manufacturer recommendations.

7.1.8. Lubricate pump and motor. Replace lubricant as needed.

7.2. Pumping System on Electric:

7.2.1. Lubricate pump bearings.

7.2.2. Lubricate coupling.

7.2.3. Check pump shaft endplay. Adjust as needed.

7.2.4. Check pump-coupling alignment.

7.2.5. Calibrate pressure switch settings.

7.2.6. Adjust packing glands and replace if needed.*

7.2.7. Clean applicable drains.

7.2.8. Inspect and calibrate pressure gauges. Replace if necessary or if expired.*

7.2.9. Test and adjust pressure relief valves. Replace pressure relief valve if necessary.*

7.2.10. Simulate loss of water pressure to building system and run pump until it does an auto shutdown.

7.2.11. Test and adjust mercoid switches. Replace if necessary. *

7.3. All Valves in the Pump Room:

7.3.1. All valves shall be tested, inspected and exercised.

7.3.2. Adjust and repack if necessary.*

7.3.3. Lubricate retaining bolts/screws. Replace if necessary. *

7.4. All Pipes, Pipe Hangers and Fittings:

7.4.1. Inspect all piping, hangers and fittings.

7.4.2. Adjust hangers. Replace if necessary. *

7.5. Jockey Pumps:

7.5.1. All jockey pumps shall be tested, exercised and inspected.

7.5.2. Test and adjust mercoid switches. Replace if necessary.*

7.5.3. Lubricate and adjust as needed. *

8. **RUNWAY 9R-27L/10R-28L:**

Runway 9R-27L/10R-28L included the construction of tunnels that pass over the Florida East Coast Railroad, U.S. 1, the airport perimeter road, and associated airport access ramps. The fire suppression systems within these structures are comprised of standpipe and hose system, wet pipes, dry pipe, and foam-water sprinkler systems. The maintenance and repair of the tunnels' fire suppression systems shall be pursuant to the appropriate NFPA codes.

9. **FOAM-WATER SPRINKLER SYSTEMS**

The foam-water sprinkler systems utilize Aqueous Film-Forming Foam (AFFF) concentrates. Maintenance and repair of these systems shall be pursuant to the appropriate NFPA codes.

10. **FOAM RECOVERY:**

The County will discharge the foam concentrates to the disposal truck. The foam recovery CONTRACTOR will provide a vacuum tanker with four-inch coupling and a technician to assist in pumping. The tanker will deliver waste to the disposal outlet for solidification.

11. **DELUGE SYSTEMS:**

Pre-action/Deluge Valves: During the annual trip test, the interior of the pre-action or deluge valve shall be cleaned thoroughly, and the parts replaced or repaired as necessary.

Each deluge or pre-action valve shall be trip tested annually at full flow in warm weather, and in accordance with the manufacturer's instructions.

12. **DISPOSAL OF ENVIRONMENTAL CONTAINEMENTS AND HAZARDOUS WASTE:**

12.1. CONTRACTOR shall be responsible for the proper and legal disposal of used oil, anti-freeze, and other environmental contaminants.

12.2. A manifest including all details of disposal, shall be provided to the Contract Administrator or their designee; and the original must be retained by the CONTRACTOR for a minimum period of ten (10) years, during which time the County shall have complete access to all documents concerning environmental contaminants removed as part of the Contract.

12.3. CONTRACTOR shall be responsible for the disposal of hazardous waste materials that may be a result of maintenance or repair Work performed by under the Contract.

12.4. Whenever disposing of hazardous material, the CONTRACTOR shall contact the Broward County Environmental Protection and Growth Management Department for proper disposal instructions.

12.5. CONTRACTOR shall ensure that the Contract Administrator or their designee is notified when disposing of hazardous materials and/or environmental contaminants.

13. **PERSONNEL AND JOB SITE PROTECTION:**

13.1. CONTRACTOR shall ensure that all services, installations, replacements, tests and inspections are completed by a NICET with a minimum Level II or III certification in a subfield of Inspection and Testing of Water-Based Systems, or a State Fire Marshal approved equivalent certification, as required by FAC 69A-46.0165. The rates for services completed by this technician will be paid at the rates established for a "certified technician" on the Item Response Form.

13.2. A non-certified technician or helper may provide assistance to the certified technician. The rates for these services will be paid at the rates established for a "non-certified technician/helper" on the Item Response Form.

13.3. At all times during the Contract, CONTRACTOR shall maintain the licensing and certification requirements as listed in the Special Instructions to Vendors and the Specifications and Requirements.

13.4. CONTRACTOR shall provide competent workers with experience relative to the Contract.

13.5. CONTRACTOR's employees shall be in company uniform with company logo.

13.6. CONTRACTOR's Project Coordinator and equally responsible alternate must be able to clearly and effectively communicate with the County regarding all activities and/or situations related to the Contract. County may request the replacement of a Project Coordinator if these requirements are not met.

13.7. CONTRACTOR shall provide and require the wearing of protective clothing and personal protection equipment as required by applicable laws, regulations, ordinances and manufacturer recommendations.

13.8. Any Work to be provided by a subcontractor requires written approval by the Contract Administrator or designee prior to commencement of Work.

13.9. Any pre-installation fabrication or assembly at the CONTRACTOR's office/shop must be pre-approved by the County prior to commencement. Fabrication or assembly time shall be paid at the same hourly rate as the CONTRACTOR's scheduled, non-certified technician/helper during business hours. The parts and materials shall be paid as a pass-thru allowance.

13.10. CONCTRACTOR shall sign in and out of the security areas of each job site.

13.11. CONTRACTOR shall maintain a clean work area and shall remove any debris at its own expense.

13.12. Any subcontractors under the Contract shall follow the same standards and procedures as the CONTRACTOR.

13.13. CONTRACTOR shall provide drop cloths, buckets, sponges, and other job site protection.

13.14. When necessary, any furniture or artwork in the work area will be temporarily relocated by County staff.

13.15. While Work is in progress, the CONTRACTOR shall communicate with County to:

13.15.1. Report locations where Work is being performed.

13.15.2. Report status of Work.

13.15.3. Make a projection of the next day's work schedule.

13.15.4. Request guidance on problems, additional instructions, etc.

13.15.5. Receive special instructions.

14. PROPOSALS:

14.1. County may request a proposal from the CONTRACTOR regarding Work or services not already defined, such as an alteration to an existing fire sprinkler system, or repair Work.

14.2. For each proposal, the CONTRACTOR shall submit the following to the Contract Administrator or designee:

14.2.1. Location (Name of building and address).

14.2.2. Detailed Scope of Work.

14.2.3. Proposed completion time.

14.2.4. Itemized price list including each part/material and cost.

14.2.5. Itemized labor costs.

14.2.6. Produce data (if applicable).

14.2.7. List and price of anticipated parts and materials.

14.3. If the Contract Administrator or designee approves the proposal, County will issue a Notice to Proceed (NTP) and a purchase order, and the CONTRACTOR shall commence Work as agreed upon by County and the CONTRACTOR. The project completion time shall be set forth in the NTP.

14.4. County will not pay the CONTRACTOR for providing proposals; these additional costs shall factor into the CONTRACTOR's bid prices.

15. RECORDS AND CERTIFICATIONS:

15.1. The Contract Administrator or designee may inspect Work at any time to verify completion or status of Work.

15.2. Upon completion of tests and all corrections, CONTRACTOR shall provide a certification statement utilizing the applicable NFPA form to detail the results of each test and certify the condition of each system. The forms shall be completed for each location with copies provided to the Contract Administrator or designee. Date and time of completion of repairs, signed by department contact, shall be included.

15.3. CONTRACTOR shall maintain an accurate maintenance record with complete information of the Work and tests performed and parts furnished on each unit included in the Contract.

15.4. Records shall be retained by the CONTRACTOR, including but not limited to; all data, documents, reports, records, Contracts, and supporting materials relating to the project, and made available for inspection and/or audit during the term of the Contract. County shall receive copies of inspections and certification reports.

15.5. CONTRACTOR shall provide a certification statement using the NFPA #25 form. Provide a copy to the Contract Administrator or designee. This certificate shall note each Pass and Fail.

15.6. CONTRACTOR shall provide to County a checklist for each fire pump and fire sprinkler system listed for its awarded group of locations. The checklist shall contain the inspection date, inspector's name, related Work attributes and include items listed below. A typed report indicating inspections, adjustments and repairs made to each unit shall be provided within three (3) business days after each inspection.

16. PASS-THRU ALLOWANCES:

16.1. The cost of items not covered in the Specifications and Requirements may be considered a pass-thru allowance. The annual allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the CONTRACTOR for the identified allowance.

16.2. For each project requiring the use of pass-thru items, the CONTRACTOR is required to provide a written estimate identifying proposed items/services and their estimated costs.

16.3. All pass-thru items must be pre-approved by the Contract Administrator or designee.

16.4. No markup or additional fees, such as overhead and profit, are allowed on the payment of allowance items. The County reserves the right to request

verification for all pass-thru allowance usage and prices shall be fair, reasonable, meet industry standards, and shall be subject to audit.

16.5. Pass-thru allowances are limited to the following:

16.5.1. Signed and sealed engineering drawings for existing or upgraded fire suppression systems. CONTRACTOR shall provide at least one full set of original signed and sealed drawings to County for its records. Estimated in the amount of one thousand dollars ($1,000.00) annually.

16.5.2. Non-County Agency permits and fees required by governmental agencies other than the Broward County Board of County Commissioners. Excluded are licenses, permit-expediting services, re-inspection fees, "runner's fees" and expired permit fees. Submitting and securing permits is the responsibility of the CONTRACTOR. Estimated in the amount of one thousand dollars ($1,000.00) annually.

16.5.3. Miscellaneous parts, materials and inspections not supplied by County and not included in the weekly, quarterly and annual services. All warranties shall be provided to County. In cases where the CONTRACTOR manufactures its own parts, CONTRACTOR will charge County a price no higher than it charges its most favored customer. For items already in the CONTRACTOR's inventory, CONTRACTOR shall provide the current pricing list of its supplier/manufacturer. CONTRACTOR must charge County the same invoice prices as it is charged by its suppliers. Estimated in the amount of twenty-two thousand dollars ($22,000.00) annually.

17. WARRANTY:

17.1. CONTRACTOR warrants that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and in conformance with the Contract documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In all events CONTRACTOR shall indemnify, save and hold the County harmless from and against any and all damages, losses, demands, costs and expenses arising from claims by third parties for property damage, personal injury or other losses or damages.

18. INVOICING AND PAYMENT:

18.1. CONTRACTOR shall not be paid for Work completed that was not requested by County.

18.2. Payments for completed services will be made on a monthly basis, upon receipt of proper invoices and required supporting documentation.

18.3. Payment will only be made after services have been received, accepted and properly invoiced.

18.4. All invoices shall be legible and must include all of the following:

18.4.1. Broward County purchase order number.

18.4.2. Work order/request number.

18.4.3. Contract Administrator or designee's name.

18.4.4. CONTRACTOR's Project Coordinator's name.

18.4.5. Documentation that the remediation and restoration efforts which were successfully completed and that the location has been restored to normal acceptable conditions.

18.4.6. Dates of service.

18.4.7. Detailed description and location of Work performed.

18.4.8. Number of hours worked and labor/unit price rate.

18.4.9. Names of personnel that completed the Work.

18.4.10. For any pass-thru parts and/or materials, provide an itemized list of each part/material with its price and part/material number, and invoice from supplier.

18.4.11. For any permits or inspection fees, a detailed description of the permit and/or fee and a copy of the invoice with the actual incurred cost.

18.4.12. A full report of the actual Work performed including location, Work performed, parts/materials used, and part/material numbers. The report shall also include documentation, which demonstrates that remediation efforts were successfully completed, and the system/pump has been restored to standard acceptable condition.

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. **Execution of Solicitation Response:**
   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

   Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

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

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

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

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied

by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:**

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

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

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

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel

and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

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

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements

must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

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

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

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

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

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

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

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

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

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: National Fire Protection, LLC
2. Doing Business As/Fictitious Name (if applicable): National Fire Protection, LLC
3. Federal Employer I.D. no. (FEIN): 20-4511038
4. Dun and Bradstreet No.: 80-0116100
5. Website address (if applicable): www.kirlingroup.com
6. Principal place of business address: 3125 W Commercial Blvd Ste 200
Fort Lauderdale, FL 33309
7. Office location responsible for this project: 3125 W Commercial Blvd Ste 200
Fort Lauderdale, FL 33309
8. Telephone no.: 954-739-8107
Fax no.: 954-739-5471
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: Darryl Jewel
    Title: Executive Vice President
    E-mail: djewell@natlfire.com
    Telephone No.: 954-739-8107

    Name: Michael Raskin
    Title: Service Manager
    E-mail: mraskin@natlfire.com
    Telephone No.: 954-739-8107

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

11. List name and title of each principal, owner, officer, and major shareholder:
    a) Kevin Walsh, Kirlin CEO
    b) Jimmy McLellan NFP President
    c) Darryl Jewell Executive Vice President
    d) N/A
12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor 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) N/A
    b) N/A
    c) N/A
    d) N/A
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, including the reinstatement date, if granted. ☐ Yes ☒ No
15. Specify the type of services or commodities your firm offers:
    Installation, service and testing and inspections of fire safety systems
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? 20
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 purchaser? The County reserves the right to verify prior to a recommendation of award. ☒ 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 a 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 impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing ☐ Yes ☒ No

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

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

Select One:

☒ Vendor certifies that this offer is made independently and free from collusion; or

☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

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

Miami Dade- Non Aqueous sites

28. Has your firm completely inspected the project site(s) prior to submitting response? ☒ Yes ☐ No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☒ No

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

smoke testing equipment, multi meters, fire alarm keys, actuator reset tools, scales

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: Terminal Buildings, Cargo areas, Hangers, Sprinklers
Contract/Project Title: Miami Dade County Aviation Dept.
Agency: Miami Dade County Aviation Dept.
Contact Name/Title: Earl Davis Jr. / Fire Supression Supervisor
Contact Telephone: 305-869-4150
Email: eldavis@miami-airport.com
Contract/Project Dates (Month and Year): 2011 to date
Contract Amount: $9,279,400

Reference 2:

Scope of Work: Fire Sprinkler in office and industrial areas
Contract/Project Title: Florida Power and Light
Agency: Florida Power and Light
Contact Name/Title: Malcolm George/ Fire Protection Coordinator
Contact Telephone: 305-246-6867
Email: malcolm.george@fpl.com
Contract/Project Dates (Month and Year): 2015 to date
Contract Amount: $49,500

Reference 3:

Scope of Work: Fire Sprinkler, fire pumps, special hazards, backflows, fire hydants
Contract/Project Title: Broward County Government Buildings
Agency: Broward County Government Buildings
Contact Name/Title: Cesar Feliz/ Skilled Trade Supervisor- Life Safety
Contact Telephone: 954-357-6369
Email: cfeliz@broward.org
Contract/Project Dates (Month and Year): 2015 to date
Contract Amount: $1,163,405

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☐ There are no material cases for this Vendor; or

☒ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: N/A or No ☐
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☒
Case Number, Name, and Date Filed	Magvest vs. NFP see attachment
Name of Court or other tribunal	see attachment
Type of Case	Bankruptcy ☐ Civil ☒ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	Magvest was a painting contractor to NFP and sued for disputed contract monies that are subject to backcharges for poor workmanship
Brief description of the Subject Matter and Project Involved	The amount disputed was less than $200,000
Disposition of Case	Pending ☐ Settled ☒ Dismissed ☐

(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor ☐ Judgment Against Vendor ☒ If Judgment Against, is Judgment Satisfied? Yes ☒ No ☐
Opposing Counsel	Name: see attachment Email: see attachment Telephone Number: see attachment

Vendor Name: National Fire Protection, LLC

NFP | KIRLIN GROUP COMPANY

MEMORANDUM

To: Darryl Jewell, Senior Vice President

From: Charles Mitchell, General Counsel & Secretary

Date: January 9, 2019

Re: National Fire Protection, LLC – Litigation History

In the last five years, including matters covered by auto or general liability insurance, NFP is or has been involved in contract/project litigation six times to my knowledge.

The first case is *Magvest v. NFP*. It has been settled. Magvest was a painting subcontractor to NFP and sued for disputed contract monies that are subject to backcharges for poor workmanship. The amount in dispute was less than $200,000.

The second case is *NFP v. Sea Tech*. It has been settled. NFP filed a collection action against Sea Tech to recovery $93,000 in liquidated contract balance for work completed by NFP. Sea Tech paid NFP.

The third case is *Hystrength v. NFP*. It has been settled. Hystrength was a core drilling subcontractor to NFP. The lawsuit involved scope disputes. The amount in dispute was less than $200,000.

The fourth case is *NFP v. DCM Architecture*. It is a collection action pending in federal court in Maryland. The amount in dispute is less than $200,000.

The fifth case is *Ferrao v. NFP*. It is an auto-accident case. NFP's insurance company settled the case and it has been dismissed.

The sixth case is *Frost v. NFP*. It is an auto-accident case. NFP's insurance company settled the case and it has been dismissed.

Please let me know if you have questions or need additional information.

Charles F. Mitchell, General Counsel & Secretary

515 Dover Road, Suite 2600, Rockville, MD 20850 • 301-315-7580 phone • 240-499-1360 fax • www.natlfire.com

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

This form 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 SBE's or CBE's) 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 form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☒ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

National Fire Protection, LLC
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.

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☒ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business

Address: 3125 W Commercial Blvd ste 200
Fort Lauderdale, FL 33309

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE
[signature]	Executive Vice President	National Fire Protection, LLC	6/27/19

Security Requirements - Aviation Department

A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.

B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.

E. The provisions hereof shall survive the expiration or any other termination of this contract.

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs

and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

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

D. Contractor Work Crews:

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

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

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

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

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

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update

information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

☒ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.

☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

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

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

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE
	Executive Vice President	6/27/19

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

AUTHORIZED SIGNATURE/ NAME	TITLE	DATE
	Executive Vice President	6/27/19

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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

1. Subcontracted Firm's Name: N/A

   Subcontracted Firm's Address: N/A

   Subcontracted Firm's Telephone Number: N/A

   Contact Person's Name and Position: N/A

   Contact Person's E-Mail Address: N/A

   Estimated Subcontract/Supplies Contract Amount: N/A

   Type of Work/Supplies Provided: N/A

2. Subcontracted Firm's Name: N/A

   Subcontracted Firm's Address: N/A

   Subcontracted Firm's Telephone Number: N/A

   Contact Person's Name and Position: N/A

   Contact Person's E-Mail Address: N/A

   Estimated Subcontract/Supplies Contract Amount: N/A

   Type of Work/Supplies Provided: N/A

3. Subcontracted Firm's Name: N/A

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

Contact Person's Name and Position: N/A

Contact Person's E-Mail Address: N/A

Estimated Subcontract/Supplies Contract Amount: N/A

Type of Work/Supplies Provided: N/A

4. Subcontracted Firm's Name: N/A

Subcontracted Firm's Address: N/A

Subcontracted Firm's Telephone Number: N/A

Contact Person's Name and Position: N/A

Contact Person's E-Mail Address: N/A

Estimated Subcontract/Supplies Contract Amount: N/A

Type of Work/Supplies Provided: N/A

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

	Executive Vice President	National Fire Protection, LLC	6/27/19
Authorized Signature/Name	Title	Vendor Name	Date

Living Wage Ordinance Requirements:

A. The County's estimated annual value of this contract is $100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.

B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.

D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**

E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx

G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.

H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.

1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting a bid to Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.

   i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.

   ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

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

Covered Employer: National Fire Protection, LLC

Address: 3125 W Commercial Blvd ste 200

Local Contact: Darryl Jewell | E-Mail Address: djewell@natlfire.com

Address: 3125 W Commercial Blvd, Fort Lauderdale, FL 33309

Contract Amount: $58,905

Using Agency Served:

Solicitation No. and Title: Solication BLD2118603B1 Fire Suppression System Repair and Maintenance Services

By signing below I hereby certify that the covered employees listed below: (please check one)

A. [X] Receive a minimum pay of $ $15.00 per hour and are provided health benefits valued at $ $3.15 per hour.

B. [ ] Receive a minimum pay of $_____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
Stephen Komjathy	Inspector	A	Roger Chamorro	Superintendent	A
Segundo Levy	Foreman	A	Tommy Kuchenbecker	Labor Manager	A
Erick Espinal	Foreman	A	Mike Raskin	Service Manager	A
Sean Conner	Inspector	A			

(Attach additional sheets in the format above, if needed)

I, Darryl Jewell (Print Name) of National Fire Protection, LLC (Company) hereby attest that

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

_____ Signature

Executive Vice President
Title

SWORN TO AND SUBSCRIBED BEFORE ME this 27 day of June 20 19

STATE OF Florida

COUNTY OF Broward

_____
Notary Public (Sign Name of Notary Public)

Michael Thoman
Comm.#GG337519
Expires: June 21, 2023
Bonded Thru Aaron Notary

My commission expires: _____ (SEAL)

Personally Known [X] or Produced Identification [ ] Type of Identification Produced: _____

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: $_____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

☐ **(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

☐ **(LWO 26.103(f)(2): Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

_____ _____
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

_____ My commission expires: _____ (SEAL)
Notary Public (Sign name of Notary Public)

Personally Known ☐ or Produced Identification ☐ Type of Identification Produced: _____

Workforce Investment Program Requirements:

A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds $500,000 per year or if the individual project value exceeds $500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.

B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:

1. be bound to contractual obligations under the contract;
2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
10. ensure that all of its subcontractors comply with the requirements of the Program.

D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

AUTHORIZED SIGNATURE/NAME	TITLE	DATE
	Executive Vice President	6/27/19

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

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

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: National Fire Protection, LLC

   Company Vehicle: Yes [X] or No [ ]

   If Common Carrier (indicate carrier): N/A

   Other: Greenwich Insurance Company

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.

Exhibit
Minimum Insurance Requirements For
Fire Suppression Systems Repair and Maintenance Services.
The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement, any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [ ] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations - 2 **years** [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [x] Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 2 mil**	**$4 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 300 k non-airside** **$ 5 mil airside**	
EXCESS/UMBRELLA LIABILITY [ ] Umbrella Form [ ] Products/Completed Operations	Combined single limit Bodily Injury & Property Damage		
[x] **WORKERS' COMPENSATION**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
[x] **EMPLOYERS' LIABILITY**	(each accident)	**$ 1 mil**	
The County reserves the right to require cyber insurance if necessary.	*******Cyber Insurance shall be determined upon the award of the contract and understanding of the scope and work provided to County*******		
[ ] **PROFESSIONAL LIABILITY RISK – E&O**	(each accident)	**$ mil**	**$ mil**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
Broward County must be added as an additional insured on the general liability, automobile liability and excess liability policies and loss payee on installation floater and builders risk. Certificate must be signed and all applicable deductibles shown. Indicate Bid #, RLI, or RFP and project manager on the COI. CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Contractor responsible for all tools, materials, equipment, machinery, etc. until completion of project and acceptance of the project by County.

CERTIFICATE HOLDER:
Broward County
220 SW 45th Street Suite 101
Fort Lauderdale, FL 33301 RE: Maintenance

Tracy Meyer
Aviation Department Risk Manager

Digitally signed by Tracy Meyer
DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer
Date: 2018.12.13 13:40:23 -05'00'

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED National Fire Protection, LLC 515 Dover Road Rockville MD 20850 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Insurance America Inc — 24554 INSURER B: Greenwich Insurance Company — 22322 INSURER C: XL Specialty Insurance Co — 37885 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570077115845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER			CGD740957501	04/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAS740957601	04/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			US00078349LI18A	04/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740957402	04/01/2019	07/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid #BLD2118603B1. Broward Countyis included as additional insured with respect to the general liability and auto liability policies in accordance with the policy provisions.

CERTIFICATE HOLDER

Broward County
Attn: Maintenance
220 SW 45th Street Suite 101
Fort Lauderdale, FL 33301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier : NFP

Certificate No : 570077115845

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000060903
INSURED National Fire Protection, LLC 515 Dover Road Rockville MD 20850 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Co — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570077114602 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Bid #BLD2118603B1. Leased, Rented or Borrowed Deductible: $2,500 except: 3%/$5,000 minimum for cranes.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY CAUSES OF LOSS: [ ] BASIC [ ] BROAD [ ] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD DEDUCTIBLES: BUILDING / CONTENTS				[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	
A	[X] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS [X] Other	TYPE OF POLICY: Contractors Eqp POLICY NUMBER: UM00022952MA18A	04/01/2018	07/01/2019	[X] Leased or Rented Equ	$1,000,000
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cause of Loss--Special

CERTIFICATE HOLDER	CANCELLATION
Broward County Attn: Maintenance 220 SW 45th Street Suite 101 Fort Lauderdale, FL 33301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Aon Risk Services Central Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570077114602

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Broward County Board of
County Commissioners

Question and Answers for Bid #BLD2118603B1 - Fire Suppression System Repair and Maintenance Services

Overall Bid Questions

Question 1

Is there an estimated budget for this? (Submitted: May 31, 2019 8:20:29 AM EDT)

Answer

- The estimated initial budget is $148,365 annually, with 2 one-year renewals the potential amount is $445,095.
(Answered: Jun 3, 2019 5:57:40 PM EDT)

Question 2

1) What time of day is preferable to test Flow and tamper devices?
2) What is the plan for the soon to be in service systems for this inspections contract?
3) Why is there no semi-annual inspections listed for pre-action systems release panels?
4) The tunnel B1-01-11 does not indicate the types of systems nor quantity. The Fire pumps are not listed? Nor Foam tanks/ systems
5) Items B1-01-24, 28 & Term 1, 3 & 4 Need to know how many Pre-action systems exist in terminals and are included in this pricing.
6) The FM200 systems are not indicated.
7) WSA will be doing all alarm panel work under their contract directly correct. (Submitted: Jun 5, 2019 4:43:58 PM EDT)

Answer

- 1)Refer to Specification and Requirements, Section 4.3.
2)Refer to Specification and Requirements, Section 1.4.
3)Refer to Specification and Requirements, Section 11.
4)Refer to Specification and Requirements, Section 8.
5)
T1 has 9
T2 has 2
T3 has 2
T4 has 16
Hibiscus Garage has 1
6)Refer to Specification and Requirements, Section 1.5 and Bid Line BLD2118603B1-01-15.
7)Correct (Answered: Jun 14, 2019 2:35:01 PM EDT)

Supplier: **National Fire Protection, LLC**

GENERAL CONDITIONS
Quotation Requests and Invitations for Bids

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

1. **Execution of Solicitation Response:**

   (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.

   (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

   (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.

   (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.

   (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

   No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

   All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

   Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

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

   Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

   (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

   (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.

   (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.

   (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

   (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.

   (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

   (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

   No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless

otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

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

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a $0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:**

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. **Termination:**

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

(b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and

instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

(c) **For Convenience**: The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. **Conditions and Packaging:**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. **Safety Standards:**

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

15. **Non-Conformance to Contract Conditions:**

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. **Inspection, Acceptance and Title:**

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. **Governmental Restrictions:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:**

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal

and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. **Indemnification:**

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

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

20. **Notice:**

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

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

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

21. **Jurisdiction, Venue, Waiver of Jury Trial:**

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

22. **Patents and Royalties:**

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. **Assignment, Subcontract:**

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:**

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. **Affiliated Companies Entities of the Principal(s):**

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. **Equal Employment Opportunity:**

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:**

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

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

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

(a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

(b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.

(c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

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

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

29. **Public Entity Crimes Act:**

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:**

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. **Public Records:**

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentially is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

(e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. **Audit Right and Retention Records:**

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:**

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. **Ownership of Documents:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of

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

35. **State of Florida Division of Corporations Requirements:**

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

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

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:**

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

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

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. **Battery Disposal:**

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. **Dun & Bradstreet Report Requirement:**

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. **Code Requirements:**

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. **Special Notice:**

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. **Samples:**

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

44. **Vendor Responsibilities:**

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. **Vendor Evaluation:**

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. **Warranties and Guarantees:**

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. **"Or Equal" Clause:**

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

Supplier: National Fire Protection, LLC

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **National Fire Protection, LLC**
2. Doing Business As/Fictitious Name (if applicable): **National Fire Protection, LLC**
3. Federal Employer I.D. no. (FEIN): **20-4511038**
4. Dun and Bradstreet No.: **80-0116100**
5. Website address (if applicable): **www.kirlingroup.com**
6. Principal place of business address: **3125 W. Commercial Blvd, Ste 200 Fort Lauderdale, FL33309**
7. Office location responsible for this project: **3125 W Commercial Blvd, Ste 200 Fort Lauderdale, FL 33309**
8. Telephone no.: **9547398107**
   Fax no.: **954-739-5471**
9. Type of business (check appropriate box):
   - ☐ Corporation (specify the state of incorporation): **FL**
   - ☐ Sole Proprietor
   - ☑ Limited Liability Company (LLC)
   - ☐ Limited Partnership
   - ☐ General Partnership (State and County filled in) **FL**
   - ☐ Other – Specify **NONE**
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

    Name: **Darryl Jewell**

    Title: **Executive Vice President**

    E-mail: **djewell@natlfire.com**

    Telephone No.: **9547398107**

    Name: **Michael Raskin**

    Title: **Service Manager**

    E-mail: **mraskin@natlfire.com**

    Telephone No.: **9547398107**

    Generic e-mail address for purchase orders: **mraskin@natlfire.com**
    (Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
    a) **Kevin Walsh, Kirlin CEO**
    b) **Jimmy Mclellan, NFP President**
    c) **Darryl Jewell, NFP Executive Vice President**
    d) **NONE**

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) **NA**
    b) **NA**
    c) **NA**
    d) **NA**
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, including the reinstatement date, if granted. ☐ Yes ☑ No
15. Specify the type of services or commodities your firm offers:

    Installation, service and testing and inspections of fire protection systems.
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **20**
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 purchaser? The County reserves the right to verify prior to a recommendation of award. ☑ 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 a 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 impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

    Living Wage had an effect on the pricing ☐ Yes ☑ No
    If yes, Living Wage increased the pricing by **N/A%** or decreased the pricing by **N/A%**.
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), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence

this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.
Select One:

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

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **Miami Dade County Inspections - Non Aqueous Sites**

28. Has your firm completely inspected the project site(s) prior to submitting response? [x] Yes [ ] No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. [ ] Yes [x] No

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

smoke test equipment, multi meters, fire alarm keys, actuator reset tools, scales

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Inspection and Testing of Fire Suppression Systems**

Contract/Project Title: **Fire Suppression Systems Repair and Maintenance**

Agency: **Miami Dade County Aviation**

Contact Name/Title: **Earl Davis, Fire Suppression Supervisor**

Contact Telephone: **305-869-4150**

Email: **ELDavis@miami-airport.com**

Contract/Project Dates (Month and Year): **2011**

Contract Amount: **$9,278,444.00**

Reference 2:

Scope of Work: **Fire Sprinkler in office and Industrial Areas**

Contract/Project Title: **Florida Power and Light**
Agency: **Florida Power and Light**
Contact Name/Title: **Malcolm George/Fire Protection Coordinator**
Contact Telephone: **305-246-6867**
Email: **malcolm.george@fpl.com**
Contract/Project Dates (Month and Year): **2015 to date**
Contract Amount: **$49,500**

Reference 3:
Scope of Work: **Fire Sprinkler, fire pumps, special hazards, backflows, fire hydrants**
Contract/Project Title: **Broward County Government Buildings**
Agency: **Broward County Government Buildings**
Contact Name/Title: **Cesar Feliz/ Skilled trade supervisor- Life safety**
Contact Telephone: **954-357-6369**
Email: **cfeliz@broward.org**
Contract/Project Dates (Month and Year): **2015 to date**
Contract Amount: **$1, 163, 405**

Supplier: National Fire Protection, LLC

1. Litigation History

A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

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

☐ There are no material cases for this Vendor; or

☑ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: **N/A** or No ☑
Party	Vendor is Plaintiff ☐ Vendor is Defendant ☑
Case Number, Name, and Date Filed	**Magvest vs. NFP- see attachment**
Name of Court or other tribunal	**see attachment**
Type of Case	Bankruptcy ☐ Civil ☑ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	**Magvest was a painting contractor to NFP and sued for disputed contract monies that are subject to backcharges for poor workmanship**
Brief description of the Subject Matter and Project Involved	**The amount disputed was less than $200,000**
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☑ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☑ If Judgment Against, is Judgment Satisfied? Yes ☑ No ☐
Opposing Counsel	Name: **see attachment** Email: **nsegal@natlfire.com** Telephone Number: **see attachment**

Vendor Name: National Fire Protection, LLC

Supplier: National Fire Protection, LLC

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

This form 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 SBE's or CBE's) 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 form does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified Small Business Enterprise (SBE)
- ☐ Firm is a Broward County certified County Business Enterprise (CBE)
- ☑ Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

National Fire Protection , LLC
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.

Supplier: **National Fire Protection, LLC**

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
B. has a physical business address located within Broward County which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

☑ Local Business ☐ Locally-Headquartered Business

Local or Locally-Headquartered Business Address: **3125 W. COmmercial Blvd, Ste 200 Fort Lauderdale, FL 33309**

☐ Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Darryl Jewell	Executive Vice President	National Fire Protection	6/27/19
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

Supplier: **National Fire Protection, LLC**

Security Requirements – Aviation Department

A. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.

B. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

C. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

D. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.

E. The provisions hereof shall survive the expiration or any other termination of this contract.

Supplier: **National Fire Protection, LLC**

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at https://web.fdle.state.fl.us/search/app/default
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

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

D. Contractor Work Crews:

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

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is $100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for

a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

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

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer.

The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

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

9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Supplier: National Fire Protection, LLC

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

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

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

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

- [x] 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

- [x] 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

- [ ] 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

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

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

Darryl Jewell	**Executive Vice President**	**6/27/19**
AUTHORIZED SIGNATURE/ NAME	TITLE	DATE

Supplier: **National Fire Protection, LLC**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

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

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

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

Darryl Jewell	Executive Vice President	6/17/19
AUTHORIZED SIGNATURE/ NAME	**TITLE**	**DATE**

Supplier: **National Fire Protection, LLC**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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

bold line seperating sections

1. Subcontracted Firm's Name: **N/A**

- Subcontracted Firm's Address: **N/A**

  Subcontracted Firm's Telephone Number: **N/A**

- Contact Person's Name and Position: **N/A**

  Contact Person's E-Mail Address: **N/A**

  Estimated Subcontract/Supplies Contract Amount: **N/A**

  Type of Work/Supplies Provided: **N/A**

bold line seperating sections

2. Subcontracted Firm's Name: **N/A**

- Subcontracted Firm's Address: **N/A**

  Subcontracted Firm's Telephone Number: **N/A**

- Contact Person's Name and Position: **N/A**

  Contact Person's E-Mail Address: **N/A**

  Estimated Subcontract/Supplies Contract Amount: **N/A**

  Type of Work/Supplies Provided: **N/A**

3. Subcontracted Firm's Name: **N/A**

   Subcontracted Firm's Address: **N/A**

   Subcontracted Firm's Telephone Number: **N/A**

   Contact Person's Name and Position: **N/A**

   Contact Person's E-Mail Address: **N/A**

   Estimated Subcontract/Supplies Contract Amount: **N/A**

   Type of Work/Supplies Provided: **N/A**

bold line seperating sections

4. Subcontracted Firm's Name: **N/A**

   Subcontracted Firm's Address: **N/A**

   Subcontracted Firm's Telephone Number: **N/A**

   Contact Person's Name and Position: **N/A**

   Contact Person's E-Mail Address: **N/A**

   Estimated Subcontract/Supplies Contract Amount: **N/A**

   Type of Work/Supplies Provided: **N/A**

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

Darryl Jewell	Executive Vice President	National Fire Protection, LLC	6/27/19
Authorized Signature/Name	**Title**	**Vendor Name**	**Date**

Supplier: **National Fire Protection, LLC**

Workforce Investment Program Requirements:

A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds $500,000 per year or if the individual project value exceeds $500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.

B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:

1. be bound to contractual obligations under the contract;
2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
10. ensure that all of its subcontractors comply with the requirements of the Program.

D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.

G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.

H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

Darryl Jewel	**Executive Vice President**	**6/27/19**
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Supplier: **National Fire Protection, LLC**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

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

2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

   Vendor should indicate how product is being delivered:

   Vendor Name: **National Fire Protection, LLC**

   Company Vehicle: Yes ☑ or No ☐

   If Common Carrier (indicate carrier): **N/A**

   Other: **Greenwich Insurance Company**

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.

Finance and Administration Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

AWARD/REJECTION MEMORANDUM

(Complete applicable sections. If not applicable, enter N/A. Do not delete any sections of the form.)

RECOMMENDED VENDOR	RECOMMENDATION FOR AWARD OR	RECOMMENDATION TO REJECT
Vendor: National Fire Protection, LLC Vendor Number: VS00000278 Award: $94,000 Initial Award Amount: $ N/A Potential Award Amount: $ N/A Agree to accept P-Cards ☐ Yes ☒ No	☒ Award **AWARD JUSTIFICATION** ☐ Price Analysis ☐ Clarification ☐ Waiver* *IN ACCORDANCE WITH THE BROWARD COUNTY PROCUREMENT CODE, SECTION 21.30.F.1(C), A MINOR OR NON-SUBSTANTIVE LACK OF CONFORMITY MAY BE CONSIDERED A TECHNICALITY OR IRREGULARITY AND MAY BE WAIVED BY THE APPROPRIATE AWARD AUTHORITY.	☐ Reject IN SECTION 21.30.f.3 (b), AFTER ALL BIDS ARE ANY OR ALL BIDS MAY BE REJECTED BY THE DIRECTOR OF PURCHASING **BASIS OF REJECTION** ☐ Does not meet specifications: [identify section/area] ☐ Single bidder: pricing not fair/reasonable [include justification] ☐ Non-responsive (did not conform to any/all material aspects of solicitation): [identify area] ☐ Non-responsible (does not have adequate resources to meet specifications): [identify area] ☐ Other Reason: [include justification]

SOLICITATION INFORMATION

Requisition No.: AVM0005803 Folder No:2122399 Solicitation No.: BLD2118603X1

Solicitations Title: Fire Suppression System Repair and Maintenance Services

Client Agency: Broward County Aviation Department

ADDITIONAL INFORMATION AND/OR SUMMARY

The purpose of this emergency interim contract is to provide fire suppression system repair and maintenance services at Broward County Aviation Department (BCAD). The services will be provided on a month-to-month basis for up to six (6) months or the first of the month ending 45 days after award of its replacement contract, whichever is earlier, and in the amount of $94,000, which includes allowances in the total amount of $16,500 (Exhibit 1).

On November 13, 2019, the Director of Purchasing awarded open-end contract to low responsive, responsible bidder, Sprinklermatic Fire Protection Systems, Inc. (Sprinklermatic) in the initial one-year term amount of $123,285.16 for Fire Suppression System Repair and Maintenance Services, Bid No. BLD2118603B1, for the Aviation Department; and authorized the Director of Purchasing to renew the contract for two one-year periods, for a three-year potential estimated amount of $391,455.54. The initial contract period began on February 1, 2020 and terminated on December 31, 2020 (Exhibit 2).

On October 7, 2020, the County Administrator and Director of Purchasing approved a threshold increase in the total amount of $106,041.46 to refill and recertify the foam tanks and provide additional funds for emergencies (Exhibit 3).

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On August 31, 2020, the Master Agreement Renewal System sent a notice to Sprinklermatic to renew the contract for one-year, which was to begin on January 1, 2021 and terminate on December 31, 2021. BCAD submitted its request to Purchasing to accept the one-year renewal on August 31, 2020. On December 23, 2020, Sprinklermatic provided BCAD and Purchasing a letter which reads, "Sprinklermatic Fire Protection Systems, Inc. does not wish to extend the initial contract outlined in solicitation: No. BLD2118603B1 which was in effect for the period beginning February 1, 2020 and ending December 31, 2020". Sprinklermatic's reasons to not extend the contract are (Exhibit 4):

1. "Inconsistencies in the solicitation verbiage (ie. Annual Inspections, Semi-Annual Inspections & Quarterly Inspections for some locations and just Quarterly Inspections or Quarterly & Semi-Annual Inspections for other locations which also require Annual Inspections with a much more labor-intensive scope).

   After noting that many code required inspections were not given line items in the initial bid document. We were instructed to complete these services on a time plus material basis at our standard hourly contracted rate. After submitting invoices outlining these labor costs, these invoices were rejected and we were instructed to reduce our invoices to the outlined cost of a quarterly inspection.

   Sprinklermatic technicians spent between 40 - 60 hours of labor inspecting each of the various locations and were only permitted to bill $251.25 for a quarterly inspection resulting in a substantial loss of revenue.

2. 0% Material Markup (Allowance Pass Thru Items) - Solicitation prevents any kind of material markup on parts needed to make repairs. In many cases extensive labor is required to research, identify, locate, and procure specific materials and administrative/management costs to perform this are not billable or reimbursable."

On April 14, 2020, the Purchasing Manager approved a 90-day extension of Contract No. BLD2118603B1. The contract expires on April 1, 2021 (Exhibit 5).

Due to the unlikelihood of the replacement contract being awarded before the 90-day extension and Sprinklermatic not being available to enter into an emergency interim contract, the second responsive, responsible bidder, National Fire Protection, LLC (NFP) for Contract No. BLD2118603B1 was contacted to enter into this emergency interim contract.

On January 21, 2021, NFP agreed to enter into emergency Interim Contract No. BLD2118603X1 based on the offered pricing, and terms and conditions of its response to Solicitation No. BLD2118603B1, which provides fire suppression system repair and maintenance services (Exhibit 6).

Five vendor performance evaluations have been completed for NFP; and the firm has an overall rating of 3.96 out of a possible rating of 5.0. Copies of the vendor performance evaluations are available upon request.

An emergency interim contract is needed to ensure continuation of the fire suppression system repair and maintenance services and to avoid service disruption. If this contract expires it will provide a threat to the safety of our internal and external customers. Furthermore, if this emergency interim contract is not approved now the emergency interim contract will be delayed due to the vetting and badging of BCAD's security process, which would delay the implementation of the fire suppression system repair and maintenance services by 30 to 45 days.

Chronology of Events Leading to Emergency Interim Contract:

August 31, 2020 - The Master Agreement Renewal System sent a notice to Sprinklermatic to renew the contract for one-year. BCAD requested for the contract to be renewed for one-year.

Finance and Administration Services Department
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December 23, 2020 - Sprinklermatic emailed a letter to BCAD and Purchasing to not extend the contract for a one-year renewal period.

January 14, 2021 - BCAD entered Requisition No. AVM0005753 for replacement contract.

January 21, 2021 - BCAD entered Requisition No. AVM0005803 for emergency interim contract.

Replacement Contract Award Timeline:
It is anticipated that the solicitation for a replacement contract will be presented to the delegated award authority for award prior to the expiration date of the emergency interim contract.

☐ Short-summary for Sole Source/Sole Brand purchases over $100,000.

Purchasing Agent: _____ Date: 1/29/2021

Purchasing Manager: _____ Date: _____

SOLICITATION METHOD	SOLICITATION POSTING AND RESPONSES
☐ Invitation for Bid ☒ Emergency* ☐ Sole Source* ☐ Sole Brand* ☐ One Reasonable Source ☐ Standardized by ☐ Board: [Insert Date] or ☐ Director of Purchasing: [Insert Date] ☐ Piggyback **(Sole Source/Sole Brand, 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 Memorandum Checklist should be uploaded to your final PO or Procurement Contract)*	Posted on: N/A Opened on: N/A Number of responses: N/A Number of declinations: N/A

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SOLICITATION TERM AND BASIS OF AWARD

☐ Fixed (One time procurement) ☒ Open-End (Initial period & renewals)

Initial Term: April 1, 2021 through September 30, 2021

Number of Option(s) to Renew: N/A

Renewal Term(s): N/A

NOTE: RESULTANT CONTRACT PERIOD FROM THE SOLICITATION TERM SHALL BEGIN ON [FILL IN, I.E. DATE OF AWARD, DATE AFTER EXPIRATION OF CURRENT CONTRACT, ETC.]

☐ Low ☐ Responsive ☐ Responsible

☐ Single ☐ Split Award* ☐ Multiple Award**

☒ N/A

* Award by Different Line Item or Different Group to more than one Bidder)
** Award Same Line or Same Group to more than one Bidder (i.e. Primary, Secondary Tertiary, etc.)

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

☐ OESBD has reviewed this solicitation and this firm is a certified Small Business Enterprise (SBE), and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.

☐ 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 project has been designated a sole source/sole brand, reasonable sole source/brand, or emergency procurement by the Director of Purchasing, therefore, this project is not subject to the OESBD requirements.

☐ OESBD reviewed this solicitation and determined it should be solicited to open market with no assigned goals.

This award/rejection authority memorandum checklist approves the posting of the Recommendation for Award and the following:

a. ☐ In accordance with the Broward County Procurement Code Section 21.14.d, the Director of Purchasing shall approve purchases up to $400,000, and over $400,000 and up to $500,000 jointly with the County Administrator.

b. ☐ In accordance with the Broward County Procurement Code Section 21.14.d, award bids up to $500,000, provided that more than one bidder has submitted a response.

c. ☐ In accordance with the Broward County Procurement Code Section 21.14.d, award bids in any amount over $500,000,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.

d. ☐ In accordance with Broward County Procurement Code Section 21.30.f.3 (b), Rejection After Bid Opening. After any vendor offer is opened, any or all offers may be rejected by the Purchasing Director or designee, includes those bids in which there is only one responsive vendor.

e. ☐ In accordance with the Broward County Procurement Code Section 21.30.F.1(c), a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the appropriate award authority. Refer to Recommendation for Award, Award Justification (above).

f. ☐ In accordance with the County Administrative Policy and Procedures, 10.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.

g. ☐ This approval authority is for posting the Recommendation of Award only. Agenda will be submitted for award by the Board of County Commissioners.

Finance and Administration Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

h. ☒ In accordance with the Broward Count Procurement Code, Section 21.39. a: The Director of Purchasing or the Director's designee may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, safety, property, or other substantial loss to the County. All emergency procurements shall be made with such competition as is practical under the circumstances. The department director, or the director's designee, for the division requesting the emergency shall provide, prior to the issuance of a purchase order, a written account of the emergency detailing the complete circumstances of the emergency situation and the probable consequences if an emergency procedure is not instituted.

APPROVAL AUTHORITY FOR AWARDS	**APPROVAL AUTHORITY FOR AWARDS ($400,001 - $500,000)**
☑ APPROVE ☐ DISAPPROVE All Above Requirements	☐ APPROVE ☐ DISAPPROVE Per Above Requirements a.
Director of Purchasing — Date: 1/29/2021	County Administrator — Date:

ATTACHMENTS:

☒ Bid Tab ☒ OESBD Memo ☐ Using Agency Concurrence ☐ Certificate of Insurance
☐ Price Analysis ☐ Sole Source ☐ Sole Brand ☐ Emergency Memo
☐ Purchasing Agent Report
☐ Other:

Exhibit 1 - Emergency Interim Contract Request Memo dated January 22, 2021
Exhibit 2 - Award Memorandum for Contract No. BLD2118603B1
Exhibit 3 - Threshold Increase No. 1 for Contract No. BLD2118603B1
Exhibit 4 - Sprinklermatic Contract Cancellation dated December 23, 2020
Exhibit 5 - 90 Day Extension for Contract No. BLD2118603B1
Exhibit 6 - NFP Agreement to Emergency Interim Contract dated January 21, 2021

Bid No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services
Purchasing Agent: Mary Moss
Started Date: May 24, 2019
End Date: Jul 12, 2019

				National Fire Protection LLC					
Item #	Item	Qty	Unit	Price	Total	Notes	Provide What Percentage (%) of Bid Price is Labor Cost =	Future Price Effective January 1 2021	Extended Future Price Effective January 1 2022
BLD2118603B1--01-01	Annual Inspection - Cypress Garage East Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-02	Annual Inspection - Cypress Garage West Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-03	Annual Inspection - Hibiscus Garage Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-04	Annual Inspection - Terminal 1 Fire Pump No. 1	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-05	Annual Inspection - Terminal 1 Fire Pump No. 2	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-06	Annual Inspection - Terminal 2 Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-07	Annual Inspection - Terminal 3 Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-08	Annual Inspection - Terminal 4 Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-09	Annual Inspection - Maintenance Building Fire Pump	1	each	$ 335.00	$ 335.00		100	$ 345.00	$ 345.00
BLD2118603B1--01-10	Annual Inspection - Maintenance Building Fire Sprinklers	1	each	$ 250.00	$ 250.00		100	$ 250.00	$ 250.00
BLD2118603B1--01-11	Annual Inspection - Tunnel Fire Suppression System	1	each	$ 24,608.00	$ 24,608.00		100	$ 24,608.00	$ 24,608.00
BLD2118603B1--01-12	Three (3) Year Inspection - Foam Flow	1	each	$ 1,600.00	$ 1,600.00		100	$ 1,600.00	$ 1,600.00
BLD2118603B1--01-13	Five (5) Year Testing - Water Supply Flow	1	each	$ 175.00	$ 175.00		100	$ 175.00	$ 175.00
BLD2118603B1--01-14	Ten (10) Year Testing - Hydrostatic	1	each	$ 1,260.00	$ 1,260.00		100	$ 1,260.00	$ 1,260.00
BLD2118603B1--01-15	Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers	2	semi annu	$ 1,322.00	$ 2,644.00		100	$ 1,322.00	$ 2,644.00
BLD2118603B1--01-16	Semi-Annual Inspection - Terminal 4 Inergen System	2	semi annu	$ 997.00	$ 1,994.00		100	$ 997.00	$ 1,994.00
BLD2118603B1--01-17	Quarterly Inspection - Cypress Garage East Fire Sprinklers	4	quarter	$ 384.00	$ 1,536.00		100	$ 384.00	$ 1,536.00
BLD2118603B1--01-18	Quarterly Inspection - Cypress Garage West Fire Sprinklers	4	quarter	$ 384.00	$ 1,536.00		100	$ 384.00	$ 1,536.00
BLD2118603B1--01-19	Quarterly Inspection - Cypress Garage East Fire Sprinklers (Foam Water)	4	quarter	$ 1,944.00	$ 7,776.00		100	$ 1,944.00	$ 7,776.00
BLD2118603B1--01-20	Quarterly Inspection - Cypress Garage West Fire Sprinklers (Wet Pipe)	4	quarter	$ 384.00	$ 1,536.00		100	$ 384.00	$ 1,536.00
BLD2118603B1--01-21	Quarterly Inspection - Hibiscus Garage Fire Sprinklers	4	quarter	$ 384.00	$ 1,536.00		100	$ 384.00	$ 1,536.00
BLD2118603B1--01-22	Quarterly Inspection - Palm Garage Fire Sprinklers	4	quarter	$ 384.00	$ 1,536.00		100	$ 384.00	$ 1,536.00
BLD2118603B1--01-23	Quarterly Inspection - Terminal 1 Fire Sprinklers	4	quarter	$ 1,329.00	$ 5,316.00		100	$ 1,329.00	$ 5,316.00
BLD2118603B1--01-24	Quarterly Inspection - Terminal 2 Fire Sprinklers (Pre-action)	4	quarter	$ 175.00	$ 700.00		100	$ 175.00	$ 700.00
BLD2118603B1--01-25	Quarterly Inspection - Terminal 2 Fire Sprinklers	4	quarter	$ 997.00	$ 3,988.00		100	$ 997.00	$ 3,988.00
BLD2118603B1--01-26	Quarterly Inspection - Terminal 3 Fire Sprinklers	4	quarter	$ 997.00	$ 3,988.00		100	$ 997.00	$ 3,988.00
BLD2118603B1--01-27	Quarterly Inspection - Terminal 4 Fire Sprinklers	4	quarter	$ 997.00	$ 3,988.00		100	$ 997.00	$ 3,988.00
BLD2118603B1--01-28	Quarterly Inspection - Terminal 4 Fire Sprinklers (Pre-action)	4	quarter	$ 175.00	$ 700.00		100	$ 175.00	$ 700.00
BLD2118603B1--01-29	Quarterly Inspection - BCAD Security Bldg. Fire Sprinklers	4	quarter	$ 665.00	$ 2,660.00		100	$ 665.00	$ 2,660.00
BLD2118603B1--01-30	Quarterly Inspection - BCAD Mid-Field Fire Dept. Fire Sprinklers	4	quarter	$ 665.00	$ 2,660.00		100	$ 665.00	$ 2,660.00
BLD2118603B1--01-31	Quarterly Inspection - BCAD Maintenance Bldg. Fire Sprinklers	4	quarter	$ 1,329.00	$ 5,316.00		100	$ 1,329.00	$ 5,316.00
BLD2118603B1--01-32	Foam Recovery	1	pound	$ 0.13	$ 0.13		100	$ 0.16	$ 0.16
BLD2118603B1--01-33	Cleaning Agent	1	each	$ 275.00	$ 275.00		100	$ 275.00	$ 275.00
BLD2118603B1--01-34	Bobtail Vacuum Truck (includes Operator and Fuel)	1	hour	$ 100.00	$ 100.00		100	$ 100.00	$ 100.00
BLD2118603B1--01-35	Tractor/Tanker (includes Operator and Fuel	1	hour	$ 185.00	$ 185.00		100	$ 185.00	$ 185.00
BLD2118603B1--01-36	Field Technician for Foam Recovery	1	hour	$ 95.00	$ 95.00		100	$ 95.00	$ 95.00
BLD2118603B1--01-37	Tank decontamination and foam buster	1	each	$ 375.00	$ 375.00		100	$ 375.00	$ 375.00
BLD2118603B1--01-38	Fire Fighting Foam (3% AFFF Concentrate)	1	each	$ 990.00	$ 990.00		100	$ 990.00	$ 990.00
BLD2118603B1--01-39	Labor Rate for NICET II Technician during Business Hours	300	hour	$ 94.50	$ 28,350.00		100	$ 94.50	$ 28,350.00
BLD2118603B1--01-40	Labor Rate for NICET II Technician during Non-Business Hours	40	hour	$ 141.00	$ 5,640.00		100	$ 141.00	$ 5,640.00
BLD2118603B1--01-41	Emergency Labor Rate for NICET II Technician during Business Hours	40	hour	$ 94.50	$ 3,780.00		100	$ 94.50	$ 3,780.00
BLD2118603B1--01-42	Emergency Labor Rate for NICET II Technician during Non-Business Hours	20	hour	$ 141.00	$ 2,820.00		100	$ 141.00	$ 2,820.00
BLD2118603B1--01-43	Labor Rate for Non-Certified Technician/Helper during Business Hours	40	hour	$ 75.00	$ 3,000.00		100	$ 75.00	$ 3,000.00
BLD2118603B1--01-44	Labor Rate for Non-Certified Technician/Helper during Non-Business Hours	20	hour	$ 110.00	$ 2,200.00		100	$ 110.00	$ 2,200.00

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

SHELTERED MARKET REVIEW FORM

Project Title: Fire Suppression Systems Repair and Maintenance Services **Agency Contact:** PEGGY CADEAUX

This form is to review projects estimated within the Sheltered Market Solicitation threshold (< $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.

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: $ 148,365.00 3 Year(s) of contract
☐ Estimate Including Renewals: _____ _____ Year(s) of contract

Funding Source: ☒ County ☐ State ☐ Federal

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

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

NAICS CODES: 561621 238220 _____ _____ _____

Sole Brand Solicitation: Is this is 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:

For the purpose of establishing a Procurement Contract for Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD) (County), Fort Lauderdale/Hollywood International Airport (FLL). Fire Suppression services to include inspection, testing, certification and repairs of various systems consisting of Fire Pumps, Fire Sprinklers Systems, Inergen and Foam-Water Deluge Systems.

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

List Vendor Name(s) if previously supplied:

National Fire Protection, LLC., Sprinklermatic Fire Protection Systems, Inc., and Advanced Systems, Inc. (all non-SBE certified firms D.T.K.)

--THE FOLLOWING DOCUMENTS MUST BE ATTACHED--

☒ Specifications
☒ Licensing Requirements*
☒ Insurance Requirements Document from Risk Management
☒ 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 to be completed by the Office of Economic and Small Business Development 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.

Signature: SANDY-MICHAEL MCDONALD Digitally signed by SANDY-MICHAEL MCDONALD Date: 2019.01.25 09:47:31 -05'00'

Name / Title: _____ Date: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030 Tracy Meyer Digitally signed by Tracy Meyer Date: 2021.01.29 08:58:59 -05'00'	**CONTACT NAME:** Ms. Amanda Warzala **PHONE (A/C, No, Ext):** 443-632-3302 **FAX (A/C, No):** 443-632-3479 **E-MAIL ADDRESS:** awarzala@hmsia.com
INSURED National Fire Protection, LLC 207A Perry Pkwy Gaithersburg MD 20877-2169 NFPGROU-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Charter Oak Fire Ins. Co. — 25615 INSURER B : Travelers Indemnity Co. of America — 25666 INSURER C : Travelers Property Casualty Co. of America — 25674 INSURER D : Travelers Casualty & Surety — 19038 INSURER E : St. Paul Surplus — 30481 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 967840620 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			CO9N07482A	10/25/2020	10/25/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			8101R105790	10/25/2020	10/25/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP9N112286	10/25/2020	10/25/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9N011162	10/25/2020	10/25/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability Pollution Liability			ZCE-16N94620	10/25/2020	10/25/2021	Each Act Each Condition	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid #BLD2118603B1. Broward Countyis included as additional insured with respect to the general liability and auto liability policies in accordance with the policy provisions.

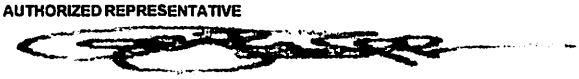
CERTIFICATE HOLDER

Broward County
Attn: Maintenance
320 TERMINAL DRIVE SUITE 200
Fort Lauderdale, FL 33315

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Aviation Department - Fort Lauderdale-Hollywood International Airport
MAINTENANCE DIVISION
3400 SW 2nd Avenue • Fort Lauderdale, Florida 33315 • 954-359-1265 • FAX 954-359-6196

DATE: January 22, 2021

TO: Carla Byrd, Purchasing Manager, Purchasing Division

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

SUBJECT: Emergency Procurement for Airport Fire Suppression Systems Inspections & Maintenance

---

Broward County Aviation Department (BCAD) Maintenance Division is requesting an emergency procurement for Fire Suppression Systems Inspections & Maintenance.

The current vendor, Sprinklermatic Fire Protection Systems, Inc. (Sprinklermatic), was awarded contract number BLD2118603B1 on February 1, 2020 with the initial term ending on December 31, 2020. A renewal notification was sent to the vendor in August 2020 with no response received from the vendor. On December 23, 2020, Sprinklermatic sent a letter to BCAD informing that they would not be renewing the contract ending on December 31, 2020. However, they would continue to provide services for ninety (90) days pursuant to the General Conditions of the agreement.

Although BCAD immediately initiated new solicitation documents, it is unlikely to award a new contract within the ninety (90) day extension period. As discussed with Purchasing, it was determined the Purchasing Agent would contact the second responsive-responsible vendor, National Fire Protection (NFP), who responded to bid number BLD2118306B1 to inquire if they would consider an interim agreement for a month-to-month period not to exceed six (6) months. During this interim period, NFP agreed to provide the same services as solicited. Special Requisition number AVM0005803 has been entered into PeopleSoft, pending approvals.

Your continued immediate attention given to this matter is appreciated.

cc: Stacy Seibert, Enterprise Assistant Director Facilities Maintenance Division
Lori Vassello, Contract/Grant Administrator Senior
Mary Moss, Purchasing Agent

From: Vassello, Lori
To: Moss, Mary
Cc: Waskiewicz, Richard; Seibert, Stacy; Henry, Claudia; Byrd, Carla
Subject: RE: Fire Suppression Interim/Emergency Contract
Date: Tuesday, January 19, 2021 12:56:06 PM

Mary,

$94K will be great. Thank you for the consideration.

Lori Vassello
Contract/Grant Administrator Senior
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
Aviation Facilities Maintenance Division
Tele: (954) 359-1265
Cell: (954) 393-6073

From: Moss, Mary <MMOSS@broward.org>
Sent: Tuesday, January 19, 2021 12:39 PM
To: Vassello, Lori <LVASSELLO@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>; Byrd, Carla <CBYRD@broward.org>
Subject: RE: Fire Suppression Interim/Emergency Contract

Good Morning Lori,

Attached is the bid tabulation for Bid No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services. Based on the bid tabulation for pricing effective January 1 2022, I'm estimating $75,109.08 for the six month interim contract. However, Purchasing's leadership is willing to increase the six month interim contract amount to $94,000 (about 25% increase from $75,109.08, rounded) to accommodate for new locations due to construction at the airport. Can you please confirm the amount based on your agency's needs?

Best Regards,

Mary Moss, MBA
Purchasing Agent
Broward County Purchasing Division
115 South Andrews Avenue, Suite A460
Fort Lauderdale, FL 33301
Office: 954-357-6078

Cell: 954-854-1538
Fax: (954) 357-6180
www.broward.org/purchasing

From: Byrd, Carla <CBYRD@broward.org>
Sent: Thursday, January 14, 2021 12:55 PM
To: Vassello, Lori <LVASSELLO@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>; Moss, Mary <MMOSS@broward.org>
Subject: RE: Fire Suppression Interim/Emergency Contract

Hi Lori,
Nothing needed from BCAD at this time. Mary will be following up.

Appreciate you,

Carla R. Byrd, JD, MBA, CPPO, CPPB
Purchasing Manager
Broward County Purchasing Division
115 South Andrews Avenue, Suite A460
Fort Lauderdale, FL 33301
Office: 954-357-6288
Cell: 954-655-3203
www.broward.org/purchasing

From: Vassello, Lori <LVASSELLO@broward.org>
Sent: Thursday, January 14, 2021 12:45 PM
To: Byrd, Carla <CBYRD@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>; Moss, Mary <MMOSS@broward.org>
Subject: RE: Fire Suppression Interim/Emergency Contract

Thank you Carla and Mary!! Is there anything you need from BCAD to keep it moving?

Lori Vassello
Contract/Grant Administrator Senior
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
Aviation Facilities Maintenance Division

Tele: (954) 359-1265
Cell: (954) 393-6073

From: Byrd, Carla <CBYRD@broward.org>
Sent: Thursday, January 14, 2021 12:08 PM
To: Vassello, Lori <LVASSELLO@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>; Moss, Mary <MMOSS@broward.org>
Subject: RE: Fire Suppression Interim/Emergency Contract

Hi Lori,
Purchasing received the confirmation email from NFP, agreeing to provide the services on a month to month basis not to exceed six months.

Take care and stay safe.

Carla R. Byrd, JD, MBA, CPPO, CPPB
Purchasing Manager
Broward County Purchasing Division
115 South Andrews Avenue, Suite A460
Fort Lauderdale, FL 33301
Office: 954-357-6288
Cell: 954-655-3203
www.broward.org/purchasing

From: Byrd, Carla
Sent: Thursday, January 14, 2021 11:40 AM
To: Vassello, Lori <LVASSELLO@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>; Moss, Mary <MMOSS@broward.org>
Subject: RE: Fire Suppression Interim/Emergency Contract

Good morning Lori,
Purchasing (Mary and I) reached out to NFP; and Darryl Jewell, Executive VP, consented verbally to provide the services on a month to month basis not to exceed six months. Mary Moss, who is the Purchasing Agent of Record, will be following up with you and the vendor concerning the month to month pricing not to exceed six months and all other logistics so that all documents can be finalized and in place in a timely and proper manner.

Follow-up email forthcoming to confirm Darryl's verbal consent.

Thank you,

Carla R. Byrd, JD, MBA, CPPO, CPPB
Purchasing Manager
Broward County Purchasing Division
115 South Andrews Avenue, Suite A460
Fort Lauderdale, FL 33301
Office: 954-357-6288
Cell: 954-655-3203
www.broward.org/purchasing

From: Vassello, Lori <LVASSELLO@broward.org>
Sent: Thursday, January 14, 2021 10:33 AM
To: Byrd, Carla <CBYRD@broward.org>
Cc: Waskiewicz, Richard <rwaskiewicz@broward.org>; Seibert, Stacy <SSEIBERT@broward.org>; Henry, Claudja <CHENRY@broward.org>
Subject: Fire Suppression Interim/Emergency Contract
Importance: High

Carla,

Has Purchasing reached out to NFP to see if they are willing to provide fire suppression services after March 31st so that we do not have a lapse in coverage while the replacement solicitation is being procured? If so, we will need to start badging process mid-February.

Please respond by 2pm today so Richard may update our Airport CEO.

Thank you!

Lori Vassello
Contract/Grant Administrator Senior
Broward County Aviation Department
Fort Lauderdale-Hollywood International Airport
Aviation Facilities Maintenance Division
3400 SW 2 Ave
Fort Lauderdale, FL 33315

BROWARD COUNTY FLORIDA

Solicitation No. BLD2118603B1

Finance and Administration Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

AWARD MEMORANDUM

RECOMMENDED VENDOR	RECOMMENDATION FOR AWARD OR	RECOMMENDATION TO REJECT
Vendor: Sprinklermatic Fire Protection Systems, Inc. (Sprinklermatic) Vendor Number: VC00038252 Award: N/A Initial Award Amount: $123,285.16 Potential Award Amount: $391,455.54 Agree to accept P-Cards ☒ Yes ☐ No	☒ Award **AWARD JUSTIFICATION** ☒ Price Analysis ☐ Clarification ☐ Waiver* *IN ACCORDANCE WITH THE BROWARD COUNTY PROCUREMENT CODE, SECTION 21.30.F.1(C), A MINOR OR NON-SUBSTANTIVE LACK OF CONFORMITY MAY BE CONSIDERED A TECHNICALITY OR IRREGULARITY AND MAY BE WAIVED BY THE APPROPRIATE AWARD AUTHORITY.	☐ Reject in section 21.30.f.3 (b), after all bids are open, any or all bids may be rejected by the director of purchasing BASIS OF REJECTION ☐ Does not meet specifications: ☐ Single bidder: pricing not fair/reasonable [include justification] ☐ Non-responsive (did not conform to any/all material aspects of solicitation): [identify area] ☐ Non-responsible (does not have adequate resources to meet specifications): [identify area] ☐ Other Reason: [include justification]

SOLICITATION INFORMATION

Requisition No.: AVM0003079 Folder No: 2118603 Solicitation No. BLD2118603B1
Solicitations Title: Fire Suppression System Repair and Maintenance Services
Client Agent: Broward County Aviation Department

ADDITIONAL INFORMATION AND/OR SUMMARY

The purpose of this contract is to furnish labor, material, equipment, services and incidentals for the purchase of Fire Suppression Systems Repair and Maintenance Services for Broward County Aviation Department (BCAD) and Fort Lauderdale/Hollywood International Airport (FLL). The solicitation was posted on May 24, 2019 to the open market with an end date of July 12, 2019. The solicitation ended with three (3) responses and zero (0) declinations.

Based on two (2) of the bidder's responses, Purchasing Agent sought clarity from Sprinklermatic and National Fire Protection, LLC (NFP) on July 16, 2019, to confirm if its prices for the "Future Price Effective January 1, 2021" are listed as provided in the description of the solicitation. The Purchasing Agent discovered that Sprinklermatic and NFP submitted the extended amount for the unit rates of the "Future Price Effective January 1, 2021". The correction of the mathematical error will not change the ranking for Sprinklermatic and NFP.

On September 13, 2019, the Assistant Director of Purchasing approved the rejection of the low bidder, Advanced Systems, Inc. due to the bidder's failure to bid based upon the unit of measure as required by the solicitation. Advanced Systems, Inc. submitted its bid response for Item No. BLD2118603B1-01-19 and BLD2118603B1-01-20 for "each" individual foam system; and BLD2118603B1-01-24 and BLD2118603B1-01-28 for "each" individual

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pre-action system, as shown below in the Advanced Systems, Inc. Bid Response. Pursuant to the Solicitation's Item Response Form, Item BLD2118603B1-01-19, 20, 24 and 28, Description, "Price offered shall be for each service every 3 months". Therefore, the Vendor's response must be submitted for "time" (quarterly) and not for "each" system unit of measure for the price comparison.

The low, responsive and responsible vendor, Sprinklermatic has been reviewed by BCAD and concurred with the award recommendation. The Purchasing Agent requested a voluntary price reduction from Sprinklermatic, which was declined on September 23, 2019.

Three (3) performance evaluations have been performed for Sprinklermatic which resulted in an average of satisfactory evaluations.

This contract includes an annual pass-thru allowance in the total amount of $22,000 for miscellaneous parts, materials and inspections, engineering drawings, and permits and fees.

The recommendation for award was posted from October 22, 2019 to October 24, 2019 with no protest or appeals filed against this procurement.

☐ Short-summary for Sole Source/Sole Brand purchases over $100,000.

Purchasing Agent: MARY MOSS — Digitally signed by MARY MOSS Date: 2019.10.28 18:33:14 -04'00' — Date: 10/28/19

Purchasing Manager: CARLA BYRD — Digitally signed by CARLA BYRD Date: 2019.10.28 18:49:36 -04'00' — Date: 10/28/19

SOLICITATION METHOD

☒ Invitation for Bid
☐ Emergency*
☐ Sole Source*
☐ Sole Brand*
☐ One Reasonable Source
☐ Standardized by
  ☐ Board: [Insert Date] or
  ☐ Director of Purchasing: [Insert Date]
☐ Piggyback

**(Sole Source/Sole Brand, 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 Memorandum Checklist should be uploaded to your final PO or Procurement Contract)*

SOLICITATION POSTING AND RESPONSES

Posted on: May 24, 2019
Opened on: July 12, 2019

Number of responses: Three (3)
Number of declinations: Zero (0)

BROWARD COUNTY FLORIDA

Solicitation No. BLD2118603B1

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SOLICITATION TERM AND BASIS OF AWARD

☐ Fixed (One-time procurement) ☒ Open-End (Initial period & renewals)

Initial Term: First of the Month Following Forty-Five (45) Business Days from Date of Award Until One Year Later

Number of Option(s) to Renew: Two (2)

Renewal Term(s):

- One Year from First of the Month Following Forty-Five (45) Business Days from Date of Award to One Year Later
- Two Years from First of the Month Following Forty-Five (45) Business Days from Date of Award to One Year Later

NOTE: RESULTANT CONTRACT PERIOD FROM THE SOLICITATION TERM SHALL BEGIN ON [FILL IN, I.E. DATE OF AWARD, DATE AFTER EXPIRATION OF CURRENT CONTRACT, ETC.]

☐ Low ☒ Responsive ☒ Responsible

☐ Single ☐ Split Award*

☐ Multiple Award**

☐ N/A

* Award by Different Line Item or Different Group to more than one Bidder)
** Award Same Line or Same Group to more than one Bidder (i.e. Primary, Secondary Tertiary, etc.)

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

☐ OESBD has reviewed this solicitation and this firm is a certified Small Business Enterprise (SBE), and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.

☐ 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 project has been designated a sole source/sole brand, reasonable sole source/brand, or emergency procurement by the Director of Purchasing, therefore, this project is not subject to the OESBD requirements.

☒ OESBD reviewed this solicitation and determined it should be solicited to open market with no assigned goals.

BROWARD COUNTY FLORIDA

Solicitation No. BLD2118603B1

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This award/rejection authority memorandum checklist approves the posting of the Recommendation for Award and the following:

a. ☒ In accordance with the Broward County Procurement Code Section 21.14.d, the Director of Purchasing shall approve purchases up to $400,000, and over $400,000 and up to $500,000 jointly with the County Administrator.

b. ☐ In accordance with the Broward County Procurement Code Section 21.14.d, award bids up to $500,000, provided that more than one bidder has submitted a response

c. ☐ In accordance with the Broward County Procurement Code Section 21.14.d, award bids in any amount over $500,000,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.

d. ☐ In accordance with Broward County Procurement Code Section 21.30.f.3 (b), Rejection After Bid Opening. After any vendor offer is opened, any or all offers may be rejected by the Purchasing Director or designee, includes those bids in which there is only one responsive vendor.

e. ☐ In accordance with the Broward County Procurement Code Section 21.30.F.1(c), a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the appropriate award authority. Refer to Recommendation for Award, Award Justification (above).

f. ☐ In accordance with the County Administrative Procedures and Procedures, 10.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.

g. ☐ This approval authority is for posting the Recommendation of Award only. Agenda will be submitted for award by the Board of County Commissioners.

APPROVAL AUTHORITY FOR AWARDS	**APPROVAL AUTHORITY FOR AWARDS ($400,001 - $500,000)**
☑ APPROVE ☐ DISAPPROVE All Above Requirements	☐ APPROVE ☐ DISAPPROVE Per Above Requirements a.
BRENDA BILLINGSLEY Digitally signed by BRENDA BILLINGSLEY Date: 2019.11.06 14:13:51 -05'00' Director of Purchasing _____ Date	County Administrator _____ Date

ATTACHMENTS:

☒ Bid Tabulation for BLD2118603B1 - All Vendors (Exhibit 1)

☒ OESBD Memo (Exhibit 2)

☒ Using Agency Concurrence (Exhibit 3)

☒ Certificate of Insurance (Exhibit 4)

☒ Price Analysis (Exhibit 5)

☒ Purchasing Agent Report for Pass-Thru Allowance (Exhibit 6)

☒ Rejection Memorandum Checklist (Exhibit 7)

☒ Emails Clarifying Mathematically Error and Excel Tabulation with Revised Pricing for Sprinklermatic (Exhibit 8)

Finance and Administration Services Department
PURCHASING DIVISION
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Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

PURCHASING AGENT'S REPORT

DATE: September 29, 2020

TO: Brenda Billingsley, Director of Purchasing, Purchasing Division

THRU: Carla Byrd, Purchasing Manager, Purchasing Division CARLA BYRD Digitally signed by CARLA BYRD Date: 2020.09.29 13:43:33 -04'00'

FROM: Mary Moss, Purchasing Agent, Purchasing Division MARY MOSS Digitally signed by MARY MOSS Date: 2020.09.29 13:40:34 -04'00'

SUBJECT: Emergency Threshold Increase for Contract No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services

REFERENCE: Using Division: Broward County Aviation Department

Contract Threshold Increase Estimated Value: $106,041.46

AGENT ANALYSIS:
Broward County Aviation Department (BCAD) is requesting an emergency threshold increase to Contract No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services (Contract), in the amount of $60,000 (Exhibit 1). The increase of the threshold will provide fire suppression system repair and maintenance services at the Fort Lauderdale/Hollywood International Airport (FLL) from Sprinklermatic Fire Protection Systems, Inc. (Sprinklermatic).

On November 13, 2019, the Director of Purchasing awarded an open-end contract to low bidder, Sprinklermatic Fire Protection Systems, Inc. for Fire Suppression System Repair and Maintenance Services for Bid No. BLD2118603B1, for the Broward County Aviation Department in the estimated initial one-year term amount of $123,285.16 and authorize the Director of Purchasing to renew the contract for two one-year periods, for a three-year potential estimated amount of $391,455.54 (Exhibit 2). The Contract began on February 1, 2020 and shall terminate on December 31, 2020 (Exhibit 3).

On September 9, 2020, Sprinklermatic "created on 09/09/2020" Quote No. 1338988 for BCAD in the amount of $60,091.81 to refill and re-certify the foam tanks, which was recently emptied in one of the US1 tunnels (Exhibit 4). Per Purchasing's review, the prices on the quote are the same as reflected on the Contract. On September 22, 2020, BCAD emailed a threshold increase request in the amount of $60,000.

This request is considering an emergency due to US1 tunnels foam tanks at the FLL being completely emptied, which can potentially jeopardize Broward County's property and harm individuals onsite if a fire occurs. In addition, this service is necessary to be compliant with the building and National Fire Protection Association codes.

The Contract's total amount ordered is $122,777.23 (Exhibit 3). Thus, the remaining balance is $507.93 [$123,285.16 Not-to-Exceed (Initial Term Amount) - $122,777.23 Amount Ordered].

RECOMMENDATION AND REASONS:
The Purchasing Agent recommends increasing the Contract's threshold in the amount of $106,041.46 to provide fire suppression system repair and maintenance services. Although BCAD is requesting $60,000, which will only accommodate Quote No. 1338988 in the amount of $60,091.81, BCAD's requested amount will not cover any additional emergencies which may occur for the remaining three (3) months of the initial term. The estimated three (3) month usage is $46,041.46 ($15,347.15 Monthly Usage X 3 Months), thus, it is recommended to increase the contract by $106,041.46 ($60,000 BCAD's Requested Amount + $46,041.46 Estimated Three Month Usage). The increase of $106,041.46 will provide funds to refill and re-certify the foam tank for the US1 tunnels at the FLL and provide funds for any emergencies or any unforeseen events that may occur for the remaining three months. These services will protect the property of Broward County and will potentially keep individuals safe in case of a fire.

The threshold increase amount of $106,041.46 does exceed 30% of the calculated initial annual threshold amount of $123,285.16 ($123,285.16 x 30% = $36,985.55). The resulting threshold amount will not exceed the Director of Purchasing's and County Administrator's award authority of $500,000 as displayed below (Exhibit 5).

Threshold Increase Calculations for Contract No. BLD2118603B1 Fire Suppression System Repair and Maintenance Services			
Approved Threshold Increase			
Date	**Descriptions**	**Director of Purchasing Approval Amount**	
11/13/2019	Three-Year Potential Estimated Amount Awarded by Director of Purchasing	$	391,455.54
	Total Approved Threshold Amount	**$**	**391,455.54**
Request Herein			
	Threshold Increase Request Herein	$	106,041.46
	Total Amount for Threshold Increase	**$**	**106,041.46**
	Grand Total Amount	**$**	**497,497.00**

The following section of the Master Agreement Threshold Policy, promulgated on July 22, 2011, is applicable (Exhibit 6):

> " 2.1 Threshold Increase - Thresholds may be increased within the guidelines of this policy; however, the participating agency must provide justification explaining why the threshold has been exceeded, which will be approved by the appropriate authorization level within the Purchasing Division and maintained in the contract file."

"2.1.1.2 Total Agreement Threshold Cap - Requests for greater than 30% of the initial annual award amount or the Director of Purchasing award authority may be reviewed on a case by case basis via a PAR (Purchasing Agent Report) and must be approved by the Purchasing Manager."

EXHIBITS:

Exhibit 1 – BCAD's Threshold Increase Email Request dated September 22, 2020
Exhibit 2 – Award Memorandum approved November 13, 2019
Exhibit 3 – PeopleSoft Usage Report dated September 22, 2020
Exhibit 4 – Quote No. 1338988 from Sprinklermatic dated September 9, 2020
Exhibit 5 – Delegation of Approval and Award Authority dated March 6, 2019
Exhibit 6 – Master Agreement Threshold Policy, 2.1 and 2.1.1.2 Threshold Caps dated July 22, 2011

APPROVAL AUTHORITY

BCAD's Request:
Threshold Increase for $60,000

Approve ☐ Disapprove ☐

Reason/suggested action (if disapproved):

Purchasing's Request:
Threshold Increase for $106,041.46

Approve ☑ Disapprove ☐

Reason/suggested action (if disapproved):

County Administrator Approved on 10/7/2020

BCAD's Request:
Threshold Increase for $60,000

Approve ☐ Disapprove ☐

Reason/suggested action (if disapproved):

Purchasing's Request:
Threshold Increase for $106,041.46

Approve ☑ Disapprove ☐

Reason/suggested action (if disapproved):

BRENDA BILLINGSLEY Digitally signed by BRENDA BILLINGSLEY Date: 2020.09.30 10:29:29 -04'00'

Director of Purchasing

SPRINKLERMATIC
FIRE PROTECTION SYSTEMS, INC.

Keeping Florida Safe Since 1987

December 23, 2020

Fort Lauderdale – Hollywood International Airport
c/o Broward County Aviation Department
3400 SW 2 Ave.
Fort Lauderdale, FL 33315
Purchasing Division
Via Email: mmoss@broward.org; lvassello@broward.org; alnunez@broward.org: sseibert@broward.org

RE: Solicitation BLD2118603B1
Fire Suppression System Repair - and Maintenance Services

To whom it may concern,

Please consider this formal notice that Sprinklermatic Fire Protection Systems, Inc. does not wish to extend the initial contract outlined in solicitation: No. BLD2118603B1 which was in effect for the period beginning February 1, 2020 and ending December 31, 2020.

Pursuant to contract specifications, Sprinklermatic shall continue providing services outlined in the solicitation for a period of 90 ending on April 2nd, 2021.

Sprinklermatic enjoyed working with Stacy Seibert, Mary Moss, Lori Vassello, and Al Nunez, and is grateful for the opportunity to have been the service provider for BCAD. Additionally, we hope to be afforded the opportunity to work together again in the future.

The reasons for this cancellation are as follows:

1. Inconsistencies in the solicitation verbiage (ie. Annual Inspections, Semi-Annual Inspections & Quarterly Inspections for some locations and just Quarterly Inspections or Quarterly & Semi-Annual Inspections for other locations which also require Annual Inspections with a much more labor-intensive scope).

Example:

Annual FS Inspection Pricing

BLD2118603B1_1_010	3404100	Annual Inspection - Maintenance Building Fire Sprinklers	0.00	EA	$0.00	$250.00

Semi-Annual Inspection Pricing

BLD2118603B1_1_015	3404100	Semi-Annual Inspection - Hibiscus Garage Fire Sprinklers	0.00	SA	$0.00	$480.00

Quarterly Inspection Pricing

BLD2118603B1_1_021	3404100	Quarterly Inspection - Hibiscus Garage Fire Sprinklers	0.00	QTR	$0.00	$251.25

After noting that many code required inspections were not given line items in the initial bid documents We were instructed to complete these services on a time plus material basis at our standard hourly contracted rate. After submitting invoices outlining these labor costs, these invoices were rejected and we were instructed to reduce our invoices to the outlined cost of a quarterly inspection.

Sprinklermatic technicians spent between 40 - 60 hours of labor inspecting each of the various locations and were only permitted to bill $251.25 for a quarterly inspection resulting in a substantial loss of revenue.

2. 0% Material Markup (Allowance Pass Thru Items) – Solicitation prevents any kind of material markup on parts needed to make repairs. In many cases extensive labor is required to research, identify, locate, and procure specific materials and administrative/management costs to perform this are not billable or reimbursable.

   Example: Widget fails in terminal A. Widget was discontinued due to manufacturer merger and no longer available. 9 hours are spent researching and locating UL/FM approved alternative replacement. Additional administrative labor required to send individual invoice for hard to find widget and 2 hours are spent driving to distributor to pick up widget and drive to FLL. Sprinklermatic Technician then installs widget in 1 hour and we can only bill 1 hour for 12+ hours of labor.

Recommendation:

Future bid solicitations should be rewritten to make the contract fair and reasonable for both parties to include:

- Set Material Markup % or Discount -% Off Manufacturer's Suggested Retail Price.
- Inspection Services Should Be Revised to Include Line Item Pricing for All Code Required Inspection, Testing, & Maintenance Services. Ie: Annual, Quarterly x 2, & Semi-Annual.

By allowing bidders to include a set discount off of MSRP, a copy of Manufacturer's MSRP list can be provided to BCAD personnel and all parts can be billed referencing the part number in the current MSRP list for easy referencing resulting in a reduction in administrative efforts for both parties that are working off of the same list of parts.

Unique or hard to find parts that may not appear on the MSRP list can be billed at a bid % markup above the actual cost and a copy of the invoice can be provided.

Code required services with varying scope and substantial variances in labor requirements should be given a separate line item with a specific cost outlined to include:

Fire Sprinkler (Per System)
- (1) Annual Fire Sprinkler Inspection
- (2) Quarterly Fire Sprinkler Inspections
- (1) Semi-Annual Fire Sprinkler Inspection

Clean Agent Inergen/FM200 (Per System)
- (1) Annual Inspection
- (1) Semi-Annual Inspection

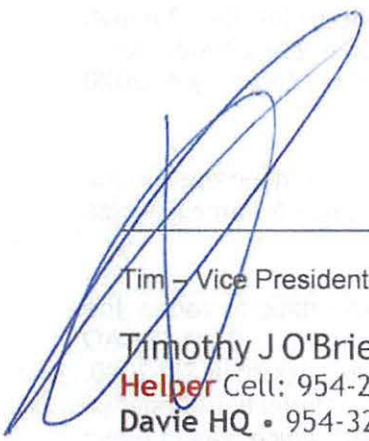
Fire Pumps (Per Unit)
- (1) Annual Test & Inspection
- (2) Quarterly Churn Test
- (1) Semi-Annual Churn Test
- Note - Weekly/Monthly Churn Tests Should Be Conducted By Qualified BCAD Personnel
- **If Being Conducted Weekly/Monthly By BCAD, Quarterly & Semi Pump Churns Not Required**

We place great value on our longstanding relationship with BCAD and FLL and would be happy to provide additional assistance or answer any questions regarding potential revisions to the future solicitation to ensure that a proper contract is put in place to allow the airport to receive the high level of service it needs and expects without causing harm to the future life safety contractor.

We feel strongly that solid and well-established vendor relationships are key to the overall operational success and safety of the Fort Lauderdale / Hollywood International Airport and would appreciate the opportunity to continue working together in the future by bidding on a newly revised solicitation.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Tim – Vice President

Timothy J O'Brien
Helper Cell: 954-275-6224
Davie HQ • 954-327-3686 Ext 202 • 4740 Davie Road, Davie, FL 33314
Tampa • 813-508-2776 • 6840 Cross Bayou Drive, Pinellas Pk, FL 33777
Orlando • 407-698-5050 • 516 Cooper Oaks Court, Apopka, FL 32703
Fort Myers • 239-299-0100 • 1945 Ortiz Avenue N, Fort Myers, FL 33905
Jacksonville • 904-539-3900 • 540 Owen Avenue, Jacksonville, FL 32254
www.Sprinklermatic.net / COMPANY FLIPBOOK

BROWARD COUNTY
FLORIDA
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PURCHASING AGENT'S REPORT

DATE: January 7, 2021

TO: Carla Byrd, Purchasing Manager, Purchasing Division

FROM: Mary Moss, Purchasing Agent, Purchasing Division

MARY MOSS

Digitally signed by MARY MOSS
Date: 2021.01.07 12:16:51 -05'00'

SUBJECT: 90-Day Extension Request, Contract No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services

AGENT ANALYSIS:
The Broward County Aviation Department (BCAD), Maintenance Division, requests to exercise the 90-day extension clause for Contract No. BLD2118603B1, Fire Suppression System Repair and Maintenance Services to allow for the solicitation and award of the replacement contract (Exhibit 1).

On November 13, 2019, the Director of Purchasing awarded open-end contract to low responsive, responsible bidder, Sprinklermatic Fire Protection Systems, Inc. (Sprinklermatic) in the initial term amount of $123,285.16 for Fire Suppression System Repair and Maintenance Services, Bid No. BLD2118603B1, for the Aviation Department; and authorized the Director of Purchasing to renew the contract for two one-year periods, for a three-year potential estimated amount of $391,455.54. The initial contract period began on February 1, 2020 and terminated on December 31, 2020 (Exhibit 2).

On October 7, 2020, the County Administrator and Director of Purchasing approved a threshold increase in the total amount of $106,041.46 to refill and recertify the foam tanks and provide additional funds for emergencies (Exhibit 3).

On August 31, 2020, the Master Agreement Renewal System sent a notice to Sprinklermatic to renew the contract for one-year, which was to begin on January 1, 2021 and terminate on December 31, 2021. BCAD submitted its request to Purchasing to accept the one-year renewal on August 31, 2020. On December 23, 2020, Sprinklermatic provided BCAD and Purchasing a letter which reads, "Sprinklermatic Fire Protection Systems, Inc. does not wish to extend the initial contract outlined in solicitation: No. BLD2118603B1 which was in effect for the period beginning February 1, 2020 and ending December 31, 2020". Sprinklermatic's reasons to not extend the contract is as follows (Exhibit 5):

1. "Inconsistencies in the solicitation verbiage (ie. Annual Inspections, Semi-Annual Inspections & Quarterly Inspections for some locations and just Quarterly Inspections or Quarterly & Semi-Annual Inspections for other locations which also require Annual Inspections with a much more labor-intensive scope).

   After noting that many code required inspections were not given line items in the initial bid document. We were instructed to complete these services on a time plus material basis at our standard hourly contracted rate. After submitting invoices outlining these labor costs, these invoices were rejected and we were instructed to reduce our invoices to the outlined cost of a quarterly inspection.

   Sprinklermatic technicians spent between 40 - 60 hours of labor inspecting each of the various locations and were only permitted to bill $251.25 for a quarterly inspection resulting in a substantial loss of revenue.

2. 0% Material Markup (Allowance Pass Thru Items) - Solicitation prevents any kind of material markup on parts needed to make repairs. In many cases extensive labor is required to research, identify, locate, and procure specific materials and administrative/management costs to perform this are not billable or reimbursable."

90-Day Extension
BLD2118603B1, Fire Suppression System Repair and Maintenance Services

Due to Sprinklermatic providing its letter to not extend the contract eight (8) days before the contract initial term expired, the contract automatically renewed to the one-year renewal term, which began on January 1, 2021, scheduled to terminate on December 31, 2021, and increased the contract by $134,085.19.

To date, the total expenditures are approximately $85,460.87, thus, the remaining balance without the renewal is $143,865.75 as displayed in the chart below (Exhibit 6). The 90-day extension estimated amount of $33,521.30 does not exceed the remaining balance of $143,865.75, thus no additional funding is needed for the 90-day extension.

Remaining Balance and 90-Day Estimated Amount	
Description	**Amount**
Not-to-Exceed Amount As of 12/31/2020	$363,411.81
Less Renewal Amount ($134,085.19)	$229,326.62
Less Amount Ordered ($85,460.87)	$143,865.75
Remaining Contract Amount without Renewal	**$143,865.75**
90-Day Extension Estimated Amount ($134,085.19 Annual Amount of Renewal Term x 25%)	**$33,521.30**

It is requested that the option to utilize the 90-day extension clause be approved until April 1, 2021 as found in the procurement document's General Conditions, Section 8, Contract Period (Open-End Contract). An extension of the contract will allow continuation of fire suppression systems repair and maintenance services for BCAD while a replacement contract is being solicited.

Chronology of Events Leading to 90-Day Extension:

August 31, 2020 - The Master Agreement Renewal System sent a notice to Sprinklermatic to renew the contract for one-year. BCAD requested for the contract to be renewed for one-year.

December 23, 2020 - Sprinklermatic emailed a letter to BCAD and Purchasing to not extend the contract for a one-year renewal period.

January 6, 2021 - Purchasing is awaiting solicitation documents from BCAD.

Replacement Contract Award Timeline:

The estimated time for award of the replacement contract is tentatively scheduled within the 90-day extension period.

RECOMMENDATION AND REASONS:

Purchasing Agent recommends approval of the 90-day extension for Contract No. BLD2118603B1 in order to allow for continued fire suppression systems repair and maintenance services, which will revise the contract's expiration date from December 31, 2021 to April 1, 2021, with no additional funds. Purchasing Agent recommends decreasing the threshold amount from $363,411.81 to $229,326.62 to reverse the one-year renewal funds, which was automatically processed.

In accordance with the Delegation of Approval and Award Authority Memorandum Sequence No. 19-01, contract

90-Day Extension
BLD2118603B1, Fire Suppression System Repair and Maintenance Services

extensions are within the Purchasing Manager's approval and award authority for purchases that has the contract extension language included in the solicitation document and can't exceed award authority of up to $200,000 (Exhibit 7).

Exhibits:
Exhibit 1 - BCAD's 90 Day Email Request dated January 6, 2021
Exhibit 2 - Award Authority Memorandum for Contract No. BLD2118603B1 approved November 13, 2019
Exhibit 3 - Threshold Increase for Contract No. BLD2118603B1 approved October 7, 2020
Exhibit 4 - Detailed Contract Report for Contract No. BLD2118603B1 dated December 22, 2020
Exhibit 5 - Sprinklermatic Contract Cancellation dated December 23, 2020
Exhibit 6 - Usage Report Contract No. BLD2118603B1 dated December 31, 2020
Exhibit 7 - Memorandum Sequence No. 19-01 dated March 6, 2019

APPROVAL AUTHORITY

☑ APPROVE ☐ DISAPPROVE 90-Day Extension Request with No Threshold Increase

Reason/suggested action (if disapproved):

CARLA BYRD
Digitally signed by CARLA BYRD
Date: 2021.01.07 12:18:42 -05'00'
Signature/Title

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Finance and Administration Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

TRANSMITTED VIA EMAIL

January 19, 2021

Interim Contract No. BLD2118603X1
Fire Suppression System Repair and Maintenance Services

Dear Darryl Jewell:

Broward County is requesting consideration by National Fire Protection, LLC, to enter into an interim contract, Interim Contract No. BLD2118603X1, under the original pricing, terms and conditions of Contract No. BLD2118603B1. Interim Contract No. BLD2118603X1 shall commence on April 1, 2021 and shall continue on a month-to-month basis for up to six (6) months or ending 45 days after award of its replacement contract, whichever is earlier.

If interested, please check one of the boxes listed below and sign the space provided at the botton of the page indicating your decision in entering into Interim Contract No. BLD2118603X1. Once completed and signed, please submit via email to mmoss@broward.org as soon as possible, but no later than three (3) business days from date of this letter. The signature must be from an authorized representative or officer able to bind the contract, and the signature of the vendor will serve as an acknowledgement in accepting the offer to enter into Interim Contract No. BLD2118603X1. Failure to respond will be deemed as tacit evidence that your firm is not interested in entering into an Interim Contract.

For further information please contact Mary Moss of the Purchasing Division at (954) 357- 6078 or at the e-mail previously mentioned.

Check One: Yes. ☒ We accept your offer to enter into Interim Contract No. BLD2118603X1 under the original pricing terms and conditions of Contract No. BLD2118603B1 for the period identified above.

No. ☐ We do not wish to enter into an Interim Contract.

DARRYL JEWELL — EXECUTIVE VICE PRESIDENT
Name: Title:

01-21-2021
Signature: Date:

NATIONAL FIRE PROTECTION, LLC
Firm Name: