

Solicitation OPN2121319Q1

ARCONAS Seating, Replacement Parts & Materials

Bid Designation: Private



Broward County Board of County Commissioners

Bid OPN2121319Q1

ARCONAS Seating, Replacement Parts & Materials

Bid Number **OPN2121319Q1**
Bid Title **ARCONAS Seating, Replacement Parts & Materials**

Bid Start Date **Sep 16, 2020 5:55:44 PM EDT**
Bid End Date **Sep 30, 2020 2:00:00 PM EDT**
Question &
Answer End Date **Sep 28, 2020 5:00:00 PM EDT**

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

Bid Contact **Christine Calhoun**
ccalhoun@broward.org

Contract Duration **3 years**
Contract Renewal **Not Applicable**
Prices Good for **120 days**

Bid Comments **This project is for the purchase and deliver Arconas Bernu Aero Seating, Replacement Parts and Materials for the Aviation Department in accordance with the Specifications and Requirements.**

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.

For Quotations, Bids, and electronically received RLI/RFPs:

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 Sep 23, 2020:
Closing deadline changed from 09/23/2020.

Addendum # 1

Previous End Date	Sep 23, 2020 2:00:00 PM EDT	New End Date	Sep 30, 2020 2:00:00 PM EDT
Previous Q & A End Date	Sep 18, 2020 5:00:00 PM EDT	New Q & A End Date	Sep 28, 2020 5:00:00 PM EDT

Item Response Form

Item **OPN2121319Q1-01-01 - Discount Off List Price**

Quantity **1 each**

Percentage

Warranty Offered:

Delivery in calendar
days after receipt of
purchase order:

Delivery Location

**Broward County Board of County
Commissioners**

AV0019

AVIATION DEPARTMENT

MAINTENANCE

3400 SW 2ND AVE

FORT LAUDERDALE FL 33315

Qty 1

Description

ARCONAS Airport Seating. Proprietary Only, No Substitutions, at a fixed percentage discount off current Manufacturer's list/catalog per Specifications and Requirements.

Enter fixed percentage discount in "percentage" box.

Specifications and Requirements

ARCONAS Seating, Replacement Parts and Materials

Scope of Work:

1. The purpose of this procurement is for provision and delivery of airport seating replacement parts and materials for all terminals at the Fort Lauderdale-Hollywood International Airport.

The successful bidder will be required to supply Fort Lauderdale-Hollywood International Airport with airport Seating, seating replacement parts and materials for all terminals throughout the airport.

Installation is not included in this solicitation.

2. Required Seating, Parts and Materials:

2.1 Connectors

- 1.) ARCONAS IP2500 – inPower Flex module
- 2.) ARCONAS IP2541 – Cable Management Device for Bernu Aero
- 3.) ARCONAS IP2506 (J) – 6 foot cables, jumper or plug
- 4.) ARCONAS IP2508 (J) – 8 foot cables, jumper or plug

2.2 Seating

- 1.) ARCONAS BA2SM – Bernu 2-seat unit
- 2.) ARCONAS BA3SM – Bernu 3-seat unit
- 3.) ARCONAS Back-to-Back Connector, Set of 2

2.3 Replacement Parts

- 1.) ARCONAS BAPAD-S – Bernu Aero Upholstered Seat Cushion
- 2.) ARCONAS BAPAD-B – Bernu Aero Upholstered Back Cushion
- 3.) ARCONAS BERNALARM – Bernu All Aluminum Cantilever Arm
- 4.) ARCONAS BERNALDRINK – Bernu All Aluminum Drink Holder Arm
- 5.) ARCONAS Bernu Regular Glide
- 6.) ARCONAS Bernu Non-Slip Glide (for tiled flooring)
- 7.) ARCONAS Bernu Floor Mounting Glide

3. Deliveries

1. All deliveries shall be made to the following location immediately upon receipt of Purchase Order.
2. Delivery address:

Broward County Aviation Department – Maintenance Division – 3400 SW 2nd
Avenue, Fort Lauderdale, FL 33315. Attention: Warehouse (954) 359-7295.

3. Delivery Hours: 8:00 am – 4:00 pm
4. Delivery should be within thirty (30) calendar days from receipt of Purchase Order. Delivery MUST be FOB destination; freight included and shall be inclusive of all costs.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

ARCONAS Seating, Replacement Parts and Materials

A. Scope:

Vendors are invited to respond for a fixed term contract to Supply and deliver Arconas Bernu Aero Seating and seating replacement parts and materials per **Specifications and Requirements** for the Broward County Aviation Department Department, Fort Lauderdale-Hollywood International Airport.

The contract period shall start on date of award and shall expire after three years,

All prices, terms and conditions shall remain fixed for the period of the contract, unless otherwise specified in this document.

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

B. Specifications and Requirements:

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

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

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

C. Requests for Approved Equals:

Not applicable to this solicitation.

D. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

E. Federal Transit Administration Requirements:

Not applicable to this solicitation.

F. 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.

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

GENERAL CONDITIONS

Quotation Requests and Invitations to Bids

These are standard instructions for Quotation Requests and Invitations to Bid and 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 Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**
9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
 - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it 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 which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
 - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
 - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500

\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

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 confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
 - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
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 must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

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 vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).

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

(d) 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.

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'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:

//

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 firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

Reference 3:

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):
Contract Amount:

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:

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

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.

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.

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

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.

Broward County Board of
Insurance Requirements for Purchase of Seating Parts
No Vendor On Site

Bid OPN2121319Q1

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY ☐ Commercial General Liability ☐ Premises—Operations ☐ Explosion & Collapse Hazard ☐ Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	\$
	Personal Injury		
AUTO LIABILITY ☐ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$	
EXCESS LIABILITY ☐ Umbrella Form ☐ Other than Umbrella Form	Bodily Injury and Property Damage Combined		\$
☒ WORKER'S COMPENSATION AND EMPLOYER LIABILITY (NOTE: STATE REQUIRED)		(each accident)	100K MIN
☐ PROFESSIONAL LIABILITY (NOTE: Max. Ded. \$10K)			
☐ PROPERTY DAMAGE (NOTE: Max. Ded. \$10K)			Agreed value Replacement Cost
☐ If project greater than \$100,000, install a floater required for replacement of material, equipment, installation. If not, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery etc, until completion, acceptance by County and County takes possession.	Maximum Deductible	\$ 10K deductible	Agreed value
	Each Claim		

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability **Additional Insured: Broward County**. Also when applicable certificate should show **Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required**. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101, Dania Beach, FL
 33312 RE: MX

**Tracy
Meyer**

Digitally signed by Tracy Meyer
 DN: dc=local, dc=fll-airport,
 ou=FLLUSERS, cn=Tracy Meyer
 Date: 2020.01.10 11:21:10
 -05'00'

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI

Question and Answers for Bid #OPN2121319Q1 - ARCONAS Seating, Replacement Parts & Materials

**Bid Tabulation Packet
for
Solicitation OPN2121319Q1**

ARCONAS Seating, Replacement Parts & Materials

Bid Designation: Private



Broward County Board of County Commissioners

Bid #OPN2121319Q1 - ARCONAS Seating, Replacement Parts & Materials

Creation Date **Jul 16, 2020**

End Date **Sep 30, 2020 2:00:00 PM EDT**

Start Date **Sep 16, 2020 5:55:44 PM EDT**

Awarded Date **Not Yet Awarded**

OPN2121319Q1-01-01 Discount Off List Price					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Arconas Corporation	First Offer -0.00%	1 / each	0.00%	Y	Y
Product Code:		Supplier Product Code: please see attached			
Agency Notes:		Supplier Notes: Warranty Offered:: please see attached			
		Delivery in calendar days after receipt of purchase order:: 60-90 days			

Supplier Totals

f Arconas Corporation		\$0.00
Bid Contact	Lynn Gordon dnussbaum@arconas.com Ph 905-272-0727	Address 5700 Keaton Crescent Mississauga, ON L5R 3H5
Supplier Code	VC0000005482	
Bid Notes	All pricing is net to the Airport includes freight. No further discount apply. 2% additional discount for prompt payment within 10 days of date of invoice.	
Agency Notes:	Supplier Notes: All pricing is net to the Airport includes freight. No further discount apply. 2% additional discount for prompt payment within 10 days of date of invoice.	Head Attch: 

Arconas Corporation

Bid Contact **Lynn Gordon**
dnussbaum@arconas.com
Ph 905-272-0727

Address **5700 Keaton Crescent**
Mississauga, ON L5R 3H5

Supplier Code VC0000005482

Bid Notes **All pricing is net to the Airport includes freight. No further discount apply.**
2% additional discount for prompt payment within 10 days of date of invoice.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2121319Q1-01-01	Discount Off List Price	Supplier Product Code: please see attached Warranty Offered:: please see attached Delivery in calendar days after receipt of purchase order:: 60-90 days	First Offer - 0.00%	1 / each	0.00% Y Y
Supplier Total					\$0.00

Arconas Corporation

Item: **Discount Off List Price**

Attachments

FLL - Bernu Aero Parts Pricing 2020 Bid.pdf

Bernu Aero - Product Info.pdf

Esprit Product Info.pdf

InPower Flex 2 - Product Info.pdf

DOMESTIC PARTNERSHIP REQUIREMENT CERTIFICATION.pdf

Pricing

Presented to:



Confidential

ARCONAS

inPower Flex System

PRICES EFFECTIVE JANUARY 2020

IP2500 – inPower Flex module **\$347.00**

IP2545 – Cable Management Device for Bernu Aero **\$62.00**

IP2506 (J) – 6 foot cables, jumper or plug **\$55.00**

IP2508 (J) – 8 foot cables, jumper or plug **\$67.00**

***Freight to FLL Airport included**



Assembly & Installation not included.

arconas.com

bernu aero

PRICES EFFECTIVE JANUARY 2020



BA2SM – Bernu 2-seat unit

\$660.00 – 2 x seats

\$228.00 – 3 x drink holder arms

\$317.00 – 1 x inPower flex II kit

\$ 72.00 – 2 x cable management devices

\$1277.00

Back-to-Back Connector, Set of 2 - **\$199.00**

***Freight to FLL Airport included**

BA3SM – Bernu 3-seat unit

\$990.00 – 3 x seats

\$304.00 – 4 x drink holder arms

\$317.00 – 1 x inPower flex II kit

\$108.00 – 3 x cable management devices

\$1719.00

Assembly & Installation not included.

arconas.com

bernu aero attic stock

BAPAD-S – Bernu Aero Upholstered Seat Cushion **\$105.00**

BAPAD-B – Bernu Aero Upholstered Back Cushion **\$115.00**

BERNALARM – Bernu All Aluminum Cantilever Arm **\$77.00**

BERNALDRINK – Bernu All Aluminum Drink Holder Arm
\$106.00

***Freight to FLL Airport included**

Assembly & Installation not included.

arconas.com



bernu aero attic stock

63409 – Bernu Regular Glide **\$30.00**



63410 – Bernu Non-Slip Glide (for tiled flooring) **\$45.00**



63411 – Bernu Floor Mounting Glide **\$48.00**



***Freight to FLL Airport included**

Assembly & Installation not included.

arconas.com

ARCONAS



bernù[®]
aero

DESIGNED BY DAVIDE TONIZZO



Linear
Configuration

Six Seat Cluster
Configuration

Bernù Aero's high-performance beam seating system provides superior comfort and long-term support for high-traffic waiting areas. This elegant seating series accentuates aerodynamic contours and has a design aesthetic fit for public spaces where contemporary style is appreciated. With flexibility for mixing and matching materials, integrated accessories and power options plus extensive layout configurations – ranging from linear to curved rows to cluster families – Bernù Aero is the most comprehensive public seating in its class.

Inside & Outside
Curved Configuration

AC & USB
Power Option

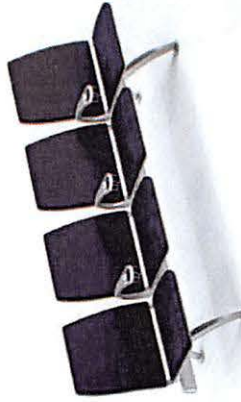
LINEAR CONFIGURATIONS



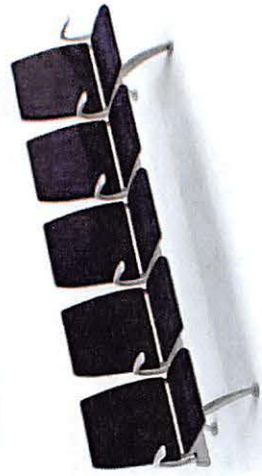
Two seat unit
shown with cantilever arms



Three seat unit



Four seat unit
shown with drink holder arms



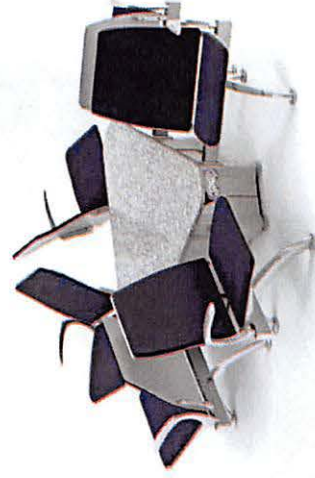
Five seat unit



Four seat inside curve with
wedge table



Five seat outside curve
shown with loop arms



Six seat cluster with central
triangular table

MATERIALS

INJECTED POLYURETHANE

Bernü Poly delivers the high-performance of Bernü Aero combined with the practical touch of an integral polyurethane surface that's easy to maintain. With anti-microbial properties and durable construction, Bernü Poly is an ideal solution for waiting areas that demand comfort and convenience.

Polyurethane

Standard Colours



Midnight Charcoal Royal Blue



Seats and backs are built with an internal steel frame providing deep-seated durability and long-term performance.



Poly Certifications

Bernü Poly passes CAL 133 and BS 5852 for flammability and ISO 22196 for antimicrobial properties.

9/30/2020

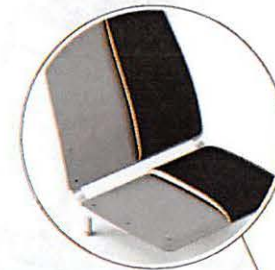
MATERIALS

UPHOLSTERED

Bernü Aero's contoured metal profile and plush padding provides notable comfort and durability for high-traffic waiting areas. Upholstered pads are seamless for maximum service life and can easily be replaced if damaged.

Upholstered pads

Can be covered in any type of fabric, vinyl or leather.



Bernü Aero's accentuated seats and backs are roll formed steel covered with injected moulded foam bonded to ABS forms. Pads are easily replaced on-site by removing four screws.



BidSync

p. 13

MATERIALS

PERFORATED METAL



The perforated metal pans are laser cut and formed to match Bern Aero's ergonomic profile. The steel is pre-treated for corrosion resistance and powder coated in Arconas' standard colours.

Three-seat unit without arms in textured black.

WOOD



Walnut Maple Oak

Wood seats and backs are made from laminated hardwood plywood and are cut from a single moulded form ensuring grain continuity from one seat position to another. Standard wood grains are walnut, maple and oak. Optional upholstered pads are available.

MATERIALS

MIX & MATCH

Combine any material to meet the demands of the space, decor or location. Alternative material combinations are available upon request.



Perforated metal backs / Upholstered seats



Perforated metal backs / Poly seats



Wood backs / Poly seats

ACCESSORIES & OPTIONS

ACCESSORIES & OPTIONS

ARMS

Arms are made from solid die-cast aluminum and are satin polished with bright accents.



Cantilever arm



Loop arm



Cantilever arm with
drink holder

LEGS & CONNECTORS



standard



cantilever



Bernü Aero legs come standard with adjustable glides that allow for precision leveling. Optional floor mounting and anti slide glides are available for hard floors.



Aluminum
Glide

Anti slide

Floor
Mounting

Cantilever legs are floor mounted and are positioned inboard to eliminate obstacles.

Back-to-back connectors

Back-to-back connectors securely hold two units together and are available on all linear and curved configurations.

ACCESSORIES & OPTIONS

POWER & MEDIA



North American module

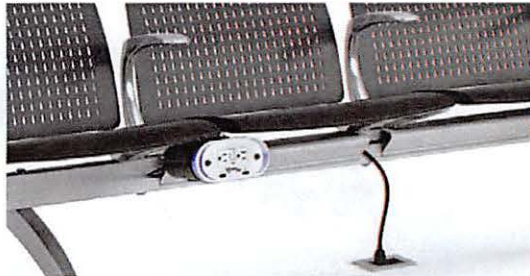


Universal module

inPower™ Flex

inPower™ flex easily mounts below seats and tables and provides enough outlets to charge up to 4 devices at once. Each module is tested to UL certifications and has many built-in safety features. To learn more about this dynamic charging device, visit inpowerflex.com.

inPower™ flex sockets can be specified to meet country voltage requirements world-wide.



Cable Management Device (CMD)

The CMD is designed to hide the slack from inPower™ flex cords and to prevent tampering. The device also provides one exit point for the power cord anywhere along the beam.

Compass Tower

- Multiple height options
- Built-in power outlets and USB ports
- Optional TV brackets for media, FIDS, etc



ACCESSORIES & OPTIONS

TABLES

Standard Table Materials

Multiple pattern & colour options available



9" wedge table is standard on the four seat inside curve unit.



21" table replaces a seat position.

PRIORITY SEATING

Priority seating is identified with internationally recognized symbols that indicates a seat is reserved for persons with reduced mobility, families, or women who are pregnant. Symbols are embroidered on backrests for design accuracy and long term durability.

Accessible Seating

For lateral transfers from a wheelchair, the outer arm is removed from a seat position at the end of the row.



Reduced Mobility Seating

A raised seat position assists people with reduced mobility to transition in and out of a chair with greater ease.



Custom symbols are available upon request.

ASSEMBLY & MAINTENANCE

Bernü Aero's minimal parts allows for quick installation and easy maintenance. Seats and backs are replaced one-for-one without having to disassemble the entire unit and upholstered pads are replaced by removing four screws. The open space between seatbacks minimize debris collection and the wide-set legs below the beam offers ample open space for cleaning.



CERTIFICATIONS

Bernü Aero complies with the following industry and environmental standards.

Durability

ANSI/BIFMA X5.4

Flammability (composite test)

CAL 117

CAL 133

BS 5852 (Europe)

Indoor Air Quality

ANSI/BIFMA X7.1-2011

Antimicrobial

ISO 22196

The Environment

Arconas delivers the world's most environmentally-friendly public seating. Our foam is CFC-free and all of our seating passes ANSI/BIFMA's stringent emissions standards, contributing to better indoor air quality.

Our seating systems can also help built environments achieve commercial Interiors LEED credits.

Finishes

Bernü Aero's frame is comprised of solid die-cast aluminum, ensuring high-quality precision parts and time-less durability.

1. Seat and back pans

Formed steel, contains up to 30% recycled material

2. Arms

Solid die-cast aluminum, contains up to 70% recycled material

3. Upholstery

Vinyl, Polyurethane, Faux Leather, Leather or C.O.M.

4. Beam and end caps

Extruded aluminum, contains up to 70% recycled material

5. Seat brackets / Legs / Glides

Solid die-cast aluminum, contains up to 70% recycled material



Accessories & Options

Tables: HP laminate with vinyl edge or solid surface.

Triangular cluster base: powder coated steel base with optional key-lock door for quick access to the internal structure.

Cantilever legs: powder coated steel.

InPower™ Flex: modules include sockets for North America, Universal, and country-specific plugs.

SPECIFICATIONS

Your Long-Term Satisfaction

As a commitment to our clients, it is our policy to never discontinue production on any of our public seating products. We guarantee a lifetime availability of parts and components for the Bernù Aero series.

single units



BA2S two seat unit

w 49" / d 28.5" / h 33" / sh 17"
124 cm / 73 cm / 84 cm / 43 cm



BA3S three seat unit

w 72" / d 28.5" / h 33" / sh 17"
183 cm / 73 cm / 84 cm / 43 cm



BA4S four seat unit

w 95" / d 28.5" / h 33" / sh 17"
241 cm / 73 cm / 84 cm / 43 cm



BA5S five seat unit

w 118" / d 28.5" / h 33" / sh 17"
300 cm / 73 cm / 84 cm / 43 cm

curved units



BA4SINS inside curve, four seat unit,
includes wedge table

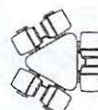
w 105" / d 32.5" / h 33" / sh 17"
267 cm / 83 cm / 84 cm / 43 cm



BA4SINS outside curve, five seat unit

w 119.5" / d 33" / h 33" / sh 17"
304 cm / 84 cm / 84 cm / 43 cm

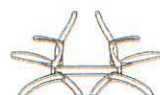
six seat cluster unit



BACLUSTER

w 104" / d 92" / h 33" / sh 17"
264 cm / 233 cm / 83 cm / 43 cm

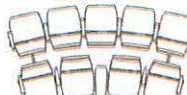
back-to-back units



two to five seat units per side



back-to-back



inside and outside curved units

options



BERNCARM cantilever arm

w 2" / d 14.5"
5 cm / 37 cm



BERNARM loop arm

w 2" / d 14.5" / ah 12"
5 cm / 37 cm / 30 cm



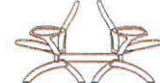
BERNCARMDH drink holder

dia 3.5" / d 5" / ah 22.5"
8 cm / 12 cm / 57 cm



BERNTABLE 21" table

w 24.5" / d 19" / h 17"
62 cm / 48 cm / 43 cm



BERNBTOB back-to-back connector
(adds 6" width to two single rows)



arconas.com

5700 Keaton Crescent
Mississauga, Ontario
Canada, L5R 3H5

BidSync

Brochures, specifications, finishes, and CAD/ REVIT models are available for download from arconas.com/products.

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[f /arconas](https://www.facebook.com/arconas)
[@arconas](https://twitter.com/arconas)



Bernù Aero

Specifications

US Design Patent - US D498077 S
Registered Design

Designer
Davide Tonizzo

OVERVIEW



Central beam mounted seating that offers:

An innovative aeronautical statement in design
Exceptional seating comfort
A durable structure in function

Ergonomically contoured to Dreyfuss Scale Ergonomic Standards for notable comfort and support for long waiting periods.

Bernù Aero offers single straight (2-5) or curved (concave 4 seat or convex 5 seat) units. They can be configured as back-to-back straight or curved units. The design is based on a modular approach that enables designers and end users to achieve a wide variety of configurations with a limited number of parts. The unit is supported by a central beam on which all the other elements are fixed using a unique "pin" system. The 21" table can replace any seat position for ultimate flexibility.

All castings are offered in satin aluminum finish with bright accents. All painted parts are in environmentally friendly electro-statically applied powder coating.

Bernù Aero has passed all required ANSI-BIFMA and VOC tests for Lounge Seating units.

CONSTRUCTION DETAILS



Supporting Beam

- The supporting beam is made from a robust 3" x 1 1/2" (76mm x 38mm) rectangular aluminum extrusion with 3/16" (4.8mm) thick walls. The extrusion design includes two internal webs to maintain the rectangular shape when forming the curved versions of the beams. The beams are heat treated to T5 temper for maximum strength.

Legs

- Legs are cast aluminum to the specification listed below, and fixed to the beam with a 3/4" (19mm) diameter steel pin. All legs have adjustable leveling glides. Optional anti-slide glides for hard floors and glides for floor mounting are also available.

Seat and Back Supports

- Bernù Aero seats and backs are supported by cast aluminum brackets fixed to the beam by 3/4" (19 mm) diameter steel pins.
- The Bernù Aero seat and back pans are made from 11 gage (3 mm) cold rolled steel. They are laser cut and roll formed to the Bernù profile. Upholstered seat and back pads are constructed from urethane foam bonded to 1/4" (6 mm) plywood forms. All seats and backs follow the ergonomic curves of the equivalent Bernù metal seat and back parts.
- The Bernù Aero Wood seats and backs are made from laminated hardwood plywood. The seat and back are cut from a single molded plank. This ensures that the seat and back match in color and that the grain runs continuously from one piece to the other.
- The Bernù Aero Perforated seats and backs are made from 11 gage (3 mm) High Strength Low Alloy Steel. They are laser cut and roll formed to the Bernù profile. The steel seats and back are pretreated with yellow zinc chromate for corrosion resistance and then powder coated to color as ordered.



Upholstery

- Upholstered pads for the Bernù Aero seats and backs are made from 1/4" (6 mm) plywood inserts matching the curved profile of the seat or back. Commercial foam sheets are bonded to the insert before the upholstery is installed using staples. Damaged upholstery pads can be changed out by one-for-one replacement of the pads. Alternatively, it is easy to remove a pad and re-upholster. A seat or back pad can be removed and replaced without disassembling the seat.
- Upholstered pads can be used with wood or steel seats and/or backs.



Arms

- The three arm designs (loop, cantilever and drink-holder) are of cast aluminum to the specifications listed below. They are fixed to the beam using 3/4" (19mm) diameter steel pins.
- The loop arm has a sculpted aerodynamic shape enclosing an open loop. All surfaces are satin polished with bright accents.
- The cantilever arm sweeps up from the beam to form a thin horizontal armrest. All surfaces are satin polished with bright accents.
- The drink-holder follows the same design language as the cantilever arm. The all-aluminum arm has an integrated drink-holder that extends further forward for comfort. All surfaces are satin polished with bright accents.



Tables

- Tables are of 3/4" (20 mm) particle board with plastic laminate or 3/4" (20 mm) plastic based solid surface. Tables are 21" wide at a height of 18" (460mm). Tables can replace a seat in any position.
- Similar 9" wide tables are also provided for the centre of 4 seat concave units.



Bernù Aero Luxe Chaise

- Compatible with any Bernù Aero beam mounted seating system
- Upholstered pads are seamless for maximum service life
- Modular system allows any seat or back pad to easily be replaced without disassembling the whole seat
- Available with or without arms and all legs have adjustable leveling glides
- Seats and backs are roll formed steel covered with injected molded foam
- Back is 44.5" (113 cm) high and length is 51.5" (13 cm).

Assembly

- Units are shipped knocked-down (KD) and accompanied by detailed assembly

Finish

- Aluminum Castings - satin with bright highlights
- Aluminum Extrusions - Clear anodized
- Steel Parts - Powder coating



Aluminum Specifications

- All aluminum alloy castings exhibit the following minimum properties.

Tensile Strength	37,000 PSI
Yield Strength	26,000 PSI
Elongation	5.0%
Brinell Hardness	70 (500 kg load 10 mm ball)

Molded Foam Specifications

- The high resiliency urethane foam is reactively formed with an environmentally friendly water technology. It exhibits the following ratings:

I.L.D.	27/34 lbs
Density	3.5 lbs/cu.ft
Compression Set	5 at 80% max and 10 at 90% max
Tear Strength	0.75 PPI
Hysteresis Loss	22% max
Tensile Strength	10 PSI
Minimum Compression Modulus	2.2 lbs

PRODUCT CONFIGURATIONS

Depth of single units	28 3/8" (720 mm)
Depth of curved units	33" (840 mm)
Depth of back-to-back units	59 1/8" (1500 mm)
Height of units	33 1/16" (840 mm)
Height of seat	17 1/8" (435 mm)
Width of two seat units	48 3/4" (1240 mm)
Width of three seat units	71 3/4" (1820 mm)
Width of four seat units	94 3/4" (2410 mm)
Width of four curved seat units	105" (2680 mm)
Width of five seat units	117 3/4" (3000 mm)
Width of five curved seat units	119 1/4" (3030 mm)

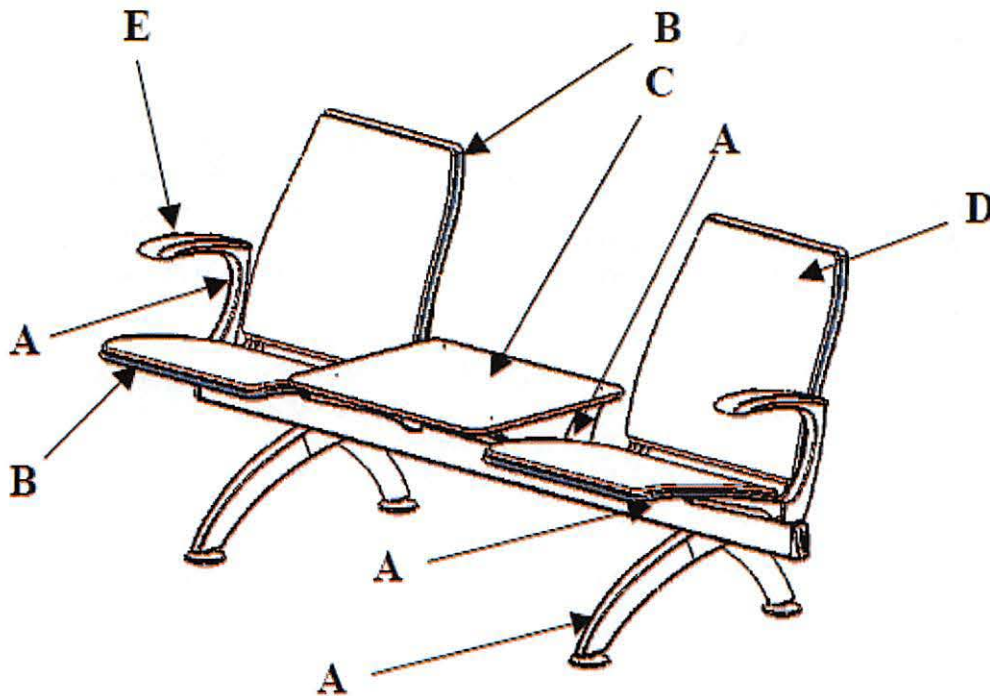


Bernù Aero

Maintenance

US Design Patent - US D498077 S
Registered Design

Designer
Davide Tonizzo



A - **Cast aluminum** parts have to be cleaned with non-abrasive cleaners. It is recommended to use Windex.

B - **Powder coated** parts have to be cleaned with non-abrasive cleaners. It is recommended to use Windex.

C - **Table tops** have to be cleaned with non-abrasive cleaners. Soapy water or ammonia-based cleaners will remove most dirt and stains.

D - **Fabric** - follow the manufacturer's cleaning instructions for the selected upholstery

E - **Arm Caps** - clean with non-abrasive cleaners. Soapy water or ammonia-based cleaners will remove most dirt and stains.

F - All screws on the seats and the underside of the beam should be checked on a bi-annual basis (every 6 months) and tightened if loose. Loose parts may be hazardous to the users.

G - In case of paint damage, take following steps for touch-up:

- 1) Take 5 tablespoons of provided paint powder and put it into a smaller container
- 2) Pour some lacquer thinner (from any hardware store) a drop at a time over the paint powder and mix thoroughly.
- 3) Make sure paint mixture is at a good consistency, not too thick, not too thin
- 4) Apply paint with an artist brush
- 5) Let it dry 24 hours

HAVE A QUALITY CHECK AFTER YOU HAVE FINISHED.

Bernù Aero Warranty

Arconas manufactures its products to high standards of excellence, dependability and design integrity. Therefore, we warranty our product against any defect in material or workmanship found during normal usage of the products for a period of ~~twelve~~ (12) years from date of manufacture. For the purpose of this warranty "normal usage" is defined as twenty-four (24) hours a day and seven (7) days a week. This warranty is given to the initial purchaser and is valid for as long as the original purchaser owns the product.

Upon receipt of written notice of the defect during the applicable warranty period, Arconas will at its option either repair or replace the defective component free of charge. During the first year of this period, the units shall be repaired in the field at Arconas' expense. After the first year any components found faulty will be replaced at Arconas' expense for installation at the client's expense.

This warranty does not apply to the durability, marking or fading of upholstery or paint finishes, nor to damage resulting from misuse, abuse, negligence or accident. Normal wear and tear, and natural variations of finishes are not considered defects.

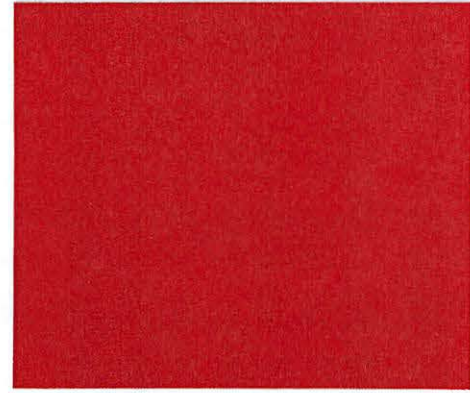
This warranty also does not apply to damage caused by a carrier or alterations to the product not authorized by Arconas. A product will not be considered defective if the product is not used as intended or installed and/or maintained as recommended in Arconas' written installation and maintenance manuals and protocols. Arconas shall not be held liable for consequential, economic or incidental damages arising from any product defect.

PLEASE NOTE: For fabric warranty, please confer with manufacturer

ESPRIT

Broward County Board of
County Commissioners

OPN2121319Q1
Grade A

						
Pink PES-050	Indigo PES-036	American Blauy PES-004	Sage White PES-042	Alabaster PES-003	Taupe PES-046	Green Tea PES-032
						
Rose PES-056	Emerald PES-021	American Blauy PES-004	Sand PES-059	Swirl PES-041	Dove PES-022	Oak PES-044
						
Tea Rose PES-069	Sangria PES-060	American Blauy PES-004	Ardmore PES-007	Olive Green PES-045	Irish Spring PES-037	Emerald PES-025
						
Manchurian Orange PES-028	Candy Apple PES-014	American Blauy PES-004	Teal PES-067	Aqua Green PES-006	Forest PES-028	Yew Green PES-075
						
Deep Clay PES-020	Burgundy PES-003	American Blauy PES-004	Dusty Jade PES-024	Space Blue PES-063	Colonial Blue PES-018	Aqua Dark PES-005
						
Pageira PES-047	Concord PES-030	American Blauy PES-004	Blue Ridge PES-030	Regimental Blue PES-055	Imperial Blue PES-035	Black PES-008
						
Wood Violet PES-014	Express PES-010	American Blauy PES-004	Manna PES-039	Platinum PES-051	Graphite PES-031	Black PES-008
						
Saddle Tan PES-058	Express PES-010	American Blauy PES-004	Flax Gray PES-027	Platinum PES-051	Graphite PES-031	Black PES-008

ESPRIT



GENERAL SPECIFICATIONS

CONTENT	Surface: 100% PVC (7P Phthalate Free) Backing: 100% Brushed Polyester Knit
WIDTH	54"
WEIGHT	30 oz.
RO SIZE	30 yards
STAIN RESISTANCE	Resilience™



*AC @ Registered Certification Marks

PERFORMANCE SPECIFICATIONS

Abrasion Resistance	250,000+ Double Rubs	ASTM D4157-13 Wyzenbeek
UV Resistance	500 Hours	ASTM G154-16
Colorfastness to Crocking	5.0 Wet 5.0 Dry	AATCC 8-2016
Anti-Microbial	Pass	ASTM G21-13
Anti-Bacterial	Pass	AATCC 147-2011
Mildew Resistance	Pass	ASTM G21-13
Cold Crack	20° F	CFFA 6a-2010
Bleach Resistance	10% Dilution	AATCC 107-2013
Sulfide Stain Resistance	Yes	

FLAMMABILITY REQUIREMENTS**

California Fire Code Technical Bulletin No. 117-2013
NFPA 260
UFAC Class I
IMO 2010 FTP Code, Part 8
FMVSS 302

Suitable or:

Hospitality, Healthcare, Contract, Education, Marine, Automotive, RV, Residential

Reduced Environmental Impact

Phthalate Free
Lead Free
BPA Free/TRIS Free/Formaldehyde Free
Does not contain Conflict Minerals

CARE AND CLEANING

Prompt cleaning is always recommended. Cleaning steps are listed by type of stain.

Regular Cleaning and Maintenance

Clean the soiled area with mild soap and water, then rinse with fresh water and wipe dry with a clean cloth.

Dirt
Grime

Food Stains / Oils

Wipe affected area with a soft cloth or soft bristle brush using a non-abrasive cleaner, for example Formula 409 or Fantastik. Rinse with fresh water and wipe dry.

Mustard
etchup
Chocolate
Coffee/Tea
Salad Dressing

Healthcare

Clean the soiled area with a 10% solution of Household Bleach and water. It is important to rinse the cleaned area with fresh water after applying the bleach solution.

Blood
Urine
odine
Betadine

Difficult Stains

Clean the soiled area with a 50% solution of Isopropyl Alcohol (Rubbing Alcohol) and water. It is important to rinse the cleaned area with fresh water after applying the alcohol solution.

Mascara
psstick
airspray
Grease
Motor Oil
Soy Sauce
Coffee

The use of commercial vinyl conditioners and protectants is not recommended.

ote: The information in this cleaning guide refers to performance in specific tests conducted under laboratory conditions. This information is not a guarantee that every stain will be removed completely. Some residual ghosting may be present after all cleaning steps are followed.

Resilience™ is a trademark of Nassimi LLC

⚠WARNING: This product can expose you to chemicals, including Antimony Trioxide, which is known to the State of California to cause cancer. For more information, go to <https://www.p65warnings.ca.gov>

**This term and any corresponding data refer to typical performance in the specific tests indicated and should not be construed to imply the behavior of this or any other material under actual fire conditions

ARCONAS

ESPRIT MAINTENANCE

Prompt cleaning is always recommended. Recommended cleaning steps are listed by type of stain. For best results follow cleaning steps in order.

Recommended Care and Cleaning Steps:

Step 1: Mild soap and water, then rinse with fresh water and wipe dry with a clean cloth.

Step 2: Wipe affected area with a soft cloth or soft bristle brush using a non-abrasive cleaner, for example Formula 409 or Fantastik. Rinse with fresh water and wipe dry.

Step 3: 10% solution of household bleach and water. Rinse with fresh water and wipe dry.

Step 4: 25% solution of alcohol and water. Rinse with fresh water and wipe dry.

Step 5: 25% solution of lighter fluid or nail polish remover and water. Rinse with fresh water and wipe dry.

Regular Cleaning and Maintenance Step 1

Dirt

Dust

Grime

Healthcare Steps 1, 2 & 3

Blood

Urine

Betadine

Disinfectant

Oils (Organic & Petroleum based) Steps 1 & 2

Food

Steps 1 & 2

Ketchup

Chocolate

Coffee

Tea

Juice

Difficult Stains Steps 1, 2, 3, 4 & 5

Eye shadow / Mascara

Lipstick

Crayon

Grease

Mustard

Ink

Permanent Marker

Paint

The information in this cleaning guide refers to performance of Resilience in specific tests conducted under laboratory conditions. This information is not a guarantee and does not relieve the user from the responsibility of the proper and safe use of the product and referenced cleaning agents.

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Toll Free +1-800-387-9496
@arconas

arconas.com

v.2016



WARRANTY

Nassimi LLC warrants our upholstery material products will be free from defects in material and workmanship under normal use for a period of 3 years from date of original purchase, as set forth herein.

In the event that our upholstery product does not perform to the specified performance standards when used for an intended application of the material, Nassimi LLC will offer replacement material free of charge.

For the warranty to go into effect Nassimi LLC requires that a sample of the material in question be returned to Nassimi LLC for inspection to determine that the product has:

- Been properly installed and not in a manner that puts excessive stress on any part of the material.
- Been properly maintained and has been cleaned using appropriate cleaning agents and methods as outlined on the back of the product card.
- Not been intentionally damaged, such as (but not limited to) tearing or puncturing.
- Not been post treated by the customer (such as but not limited to flame or adhesive lamination or chemical treatment after shipment by Nassimi LLC).
- Been upholstered in conjunction with proper foam cushioning under the material.
- Not been exposed to external contaminants or dyes that may have transferred to material.

If the product failure is determined to be from one of the aforementioned reasons the warranty is null and void. In the event that the product is determined by Nassimi to be defective during year one or two of this warranty Nassimi LLC will offer replacement product and additional support for labor not to exceed \$20/yd. for the amount of yardage used on the project offered in the form of a credit memo. During year three of this warranty Nassimi LLC will supply replacement product but will not be responsible for labor or other costs.

Have a seat. You're in charge.

ARCONAS



inPower™ flex mounted to beam seating



inPower™ flex mounted below table



Custom brackets available

inPower flex™

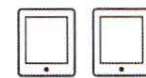
Give your public seating a charge with inPower™ flex – a convenient way for people to recharge their electronics while sitting in comfort. inPower™ flex is mounted under chairs and tables and accommodates power cords and USB cables.

FEATURES

- Can be mounted to any Arconas type of seating or flat surface
- Custom brackets available for other manufacturers' seats and tables
- inPower™ flex shields electronic equipment from power spikes or surges
- Maximizes power distribution to many people from one wall outlet reducing need for costly facility electrical work
- Blue LEDs indicate ready for service to users
- Operators may solicit corporate sponsors for inPower™ flex in order to generate revenue or provide free of charge as a customer service initiative
- Very easy to install and replace
- Creates advertising/revenue opportunities
- Simple and reliable daisy chain connection - up to 5 units
- Available in North American and International plugs

APPLICATIONS

Airports
Transportation
Hospitality
Education
Corporate
Healthcare



Charges two iPads
at the same time

PRODUCT SPECIFICATIONS

SIZE AND WEIGHT

Width: 6.7in (17cm)

Height: 3.3in (8.4cm)

Depth: 6.3in (16cm)

Weight: 1.5lbs (0.68kg)

ENVIRONMENTAL CONDITIONS

- Temperature range 0° to 35°C
- Humidity 0 to 95% non-condensing

CERTIFICATIONS

North American Model - 120 VAC

- All components are UL/CSA listed
- Tested to UL/IEC/CSA 60950
- FCC Part 15 Conducted and Radiated Emissions Class B and Industry Canada ICES-003 Class B
- All components meet ROHS
- EMC to EN55022/EN55024

Universal Model - 220 VAC

- Tested to UL/CSA/IEC 60950
- CE Mark
- All components are UL/CSA listed (except universal receptacle)
- All components meet ROHS
- FCC Part 15 Conducted and Radiated



DAISY CHAIN LENGTH

- Receptacle modules - 5 in series
- Maximum 32 feet for total jumper length

POWER CAPACITY

North American Model - 120 VAC

- 120 VAC 12 A for a daisy chained system
- 120 VAC 5 A max for each module
- 5VDC 2100 mA max for each USB receptacle

Universal Model - 220 VAC

- 220 VAC 8 A for a daisy chained system
- 220 VAC 3 A max for each module
- 5VDC 2100 mA max for each USB receptacle

PROTECTION

- Inlet power daisy chain limit - resettable breaker with fault indication
- North America 120 VAC - 12 Amp
- 220 VAC models - 8 Amp
- Module limit - resettable breaker with fault indication
- North America 120 VAC - 5 Amp
- Universal 220 VAC model - 3 Amp
- GFCI with test and reset buttons and fail indicator light (120 VAC only)
- GFCI automatic self test will permanently disable the receptacle if a fault is found
- User can also manually test circuit and reset
- 5 VDC over-current protection - 2100 mA

Safety Shutters

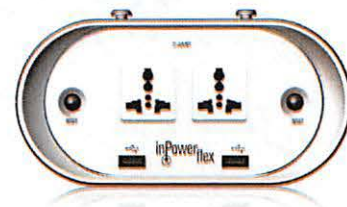
- Receptacle has tamper resistant shutters
- Blocks access to live contacts unless complete plug is inserted in receptacles

CONNECTIONS

North American Model - 120 VAC

- Power inlet cord: 3-prong male 15 A (NEMA 5-15P) to IEC 60320 C13
- Power inlet: IEC 60320 C14
- Daisy chain power outlet IEC 60320 C13 to C14
- User AC outlet - duplex 3-prong GFI receptacle (NEMA 5-15R)
- User DC outlets - 5 VDC USB Type A

Universal Model - 220 VAC



- Power inlet cord Local Male Plug to IEC 60320 C13
- Power inlet IEC 60320 C14
- Daisy chain power outlet IEC 60320 C13
- Daisy chain jumper cable IEC 60320 C13 to C14
- User AC outlet - Universal FemaleSockets - Qty 2
- User DC outlets - 5 VDC USB Type A

CABLE MANAGEMENT DEVICE



The CMD is a proprietary, patent-pending, inPower™ flex accessory that provides a well-designed, discrete, and functional solution to cable management problems.

- Aluminum construction with removable nylon end caps
- Adjustable length brackets allow the CMD to be attached virtually anywhere
- Easy to attach to any type of seating, table, or flat surface
- Helps reduce trip-hazards by loose cords from floor
- Dimensions: **Width:** 2.6in **Height:** 1.6in **Depth:** 19.7in

CMD's can be purchased together with inPower™ flex, and is retrofittable.



2017



inPower™ Flex

Specifications

OVERVIEW



- Universal version includes two universal sockets that are compatible with nearly all plugs used on 230 VAC systems.
- The Universal version (Part Number 25001) will also accept North American and Japanese spec plugs but will supply 230 VAC not 120 VAC. Users will need to use 120-230 V rated devices or transformers to reduce the voltage.
- The primary component of the system is the receptacle module. In addition to the AC and DC power receptacles it includes an integral 5 VDC power supply, a power indicator light, a circuit breaker to limit the current on the module, a second circuit breaker to limit the current within a daisy chain of modules and the inlet and outlet power connectors. The power cord connects to a wall or floor power socket and jumper cords are used to interconnect the receptacle modules in a daisy chain.
- The inPower™ Flex system is designed to minimize the tripping of the building circuit breakers. When used as the only load on a building circuit, the daisy chain circuit breakers will trip before the building service breakers. This will minimize the need to access the electrical closets when an overload occurs. It can be reset from the module that tripped by a user or staff member.
- Each module also includes a circuit breaker to limit the current to approximately 600 watts. This prevents the use of high current devices (hair dryers, travel irons, floor cleaning machines, etc.) while allowing the use of all consumer electronics. When a high current device is used, only the one receptacle module shuts down. It can easily be reset by a user or staff member resetting the circuit breaker.

FEATURES



Electrical Connections

Daisy Chain Length

- inPower™ Flex units can be connected in a series to allow multiple units to be powered from a single power source. No more than 5 units can be included in a single series connected daisy chain.

Daisy Chain Connections

- IEC 60320 C13 Power cord or jumper cord inlet
- IEC 60320 C14 jumper cord outlet

AC Outlet Connections

- North American - Duplex NFMA 5-15R (3 prong including ground)
- UK-Two BS 1360 sockets (3 prong including ground)
- Schuko - Two CEE 7/7 sockets (2 prongs plus ground clip)
- Universal - 2 sockets with multiple openings



The Universal Sockets are compatible with the following different plugs:

- CEE 7/7	Europe (not grounded)
- CEE 7/4	Europe (not grounded)
- CEE 7/16	Europlug
- AS/NZS 3112	Australia/New Zealand
- BS 1363	UK/Ireland/Hong Kong
- Afsnit 107-2-D1	Denmark
- CEE 7/4	Europe (not grounded)
- BS 546	India/South Africa
- SI 32	Israel
- CEI 23-16/VII	Italy
- SEV 1011	Switzerland
- NBR 14136	Brazil
- IRAM 2073	Argentina
- GB 2099.1/1002.1	China
- Gost 7396	Russia

USB Charging Capability (All Models)

- Compliant with USB 3.1 Power Delivery 2.0
- Apple devices charging capabilities

Power Capacity (North American Model)

- 120 VAC 12 A for a daisy chained system
- 120 VAC 5 A max for each module
- 5 VDC 2.2 A max for each USB receptacle

Power Capacity (230VAC Model)

- 230 VAC 8 A for a daisy chained system
- 230 VAC 3 A max for each module
- 5 VDC 2.2 A max for each USB receptacle



Protection

- Inlet power daisy chain limit: re-settable breaker with fault indication
 - North America 12 Amp
 - 230 VAC models 8 Amp
- Module limit: re-settable breaker with fault indication
 - North America 5 Amp
 - 230 VAC models 3 Amp
- GFCI with test and reset buttons and fault indicator light (North America only)
- USB 5 VDC over-current protection 2500 mA

Environmental Conditions

- Temperature range 0° to 40° C
- Humidity 0 to 95% non-condensing
- Indoor use



Operation

- The inPower™ Flex modules will be installed under table tops or under public seating in places easily reached by the public. The users will plug in their consumer electronic devices using standard power cords or USB cords.
- Service can be extended from one unit to another using a jumper cable from the daisy chain outlet of one unit to the power inlet of a second unit to a maximum of 5 series connected units.
- If the receptacle indicator is not illuminated, a user or staff member can reset one or both circuit breakers to restore service. The reset buttons are on the front panel of the receptacle modules.
- If the GFCI indicator is illuminated and no load is present, the user presses the GFCI re-set button to restore service (North America only).

Approvals

- All components are UL/CSA listed
- All components meet ROHS
- Tested to UL/CSA/IEC 60950
- FCC Part 15 Conducted and Radiated Emissions Class B
- Industry Canada ICES-003 Class B
- North American - cTUVus Mark
- UK and Schuko - TUV SUD and CE Mark
- Universal - CE Mark



Design Details

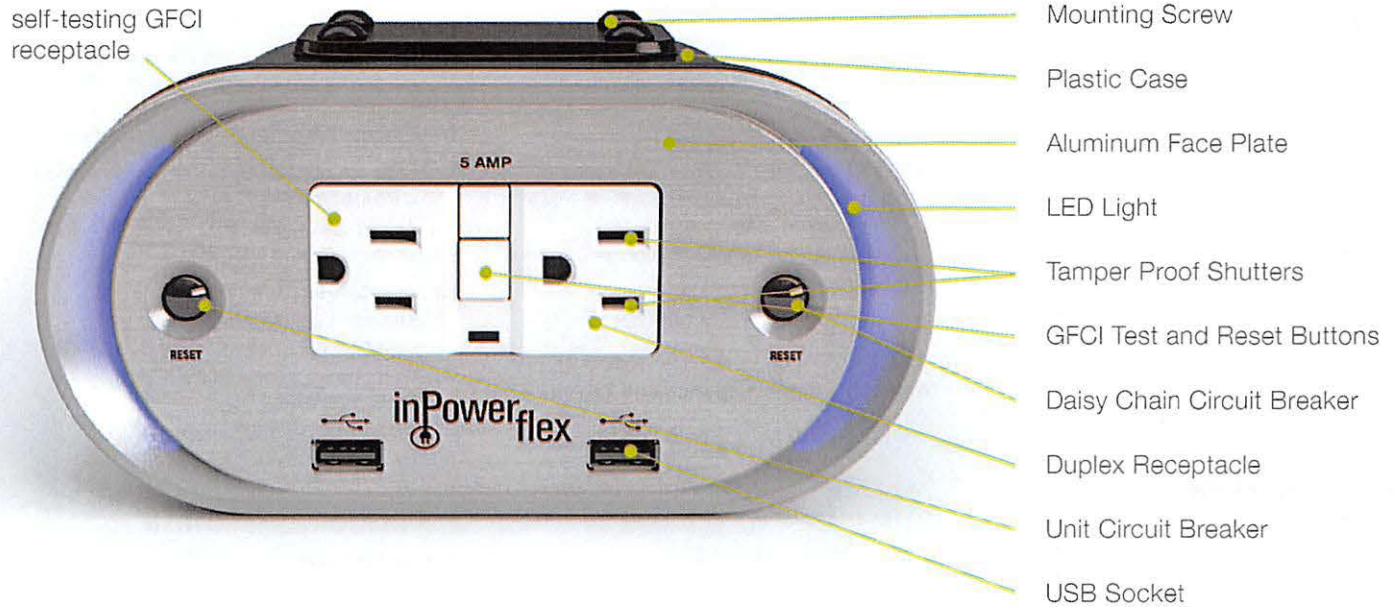
- Face plate satin polished aluminum die casting
- Top and bottom shell black molded nylon
- Maintenance by user and operator limited to re-setting breakers. Return complete assembly to factory for all repairs
- Cable management to dress jumper cords and contain excess length
- Blue LED panel illumination to indicate module ready to service
- Brackets available for all Arconas beam seating units
- Unique brackets can be designed to adapt inPower™ Flex to many other seating designs

ARCONAS

inPower™ Flex Advantage

The #1 power solution for airports in North America

Over 30,000 modules installed in 70 airports.



Charges two iPads
at the same time

SAFETY FEATURES

Ground Fault Circuit Interrupt (GFCI)

- Duplex receptacle equipped with GFCI
- Shuts down within 6 msec if there is a short circuit in inPower Flex or user's device

Why is it important?

- GFCI will switch off the power before the user suffers a serious shock.

GFCI Auto Test

- GFCI automatic self test to ensure circuit is working
- Will permanently disable the receptacle if a fault is found
- User can also manually test circuit and reset

Why is it important?

- Ensures that the GFCI feature is always available to protect users
- No need for maintenance personnel to periodically test

Safety Shutters

- Receptacle has tamper resistant shutters
- Blocks access to live contacts unless complete plug is inserted in receptacle

Why is it important?

- Prevents children from sticking objects into the receptacle and suffering a shock.

Aluminum Face Plate

- Strong front surface to unit
- Blends well with polished aluminum or plate metallic seating components
- Connected to safety ground

Why is it important?

- Stands up to impacts from luggage, floor cleaners, etc.
- Resists scratching when users insert plugs. Prevents a shock hazard if the unit is physically damaged

Mounting Isolation

- Mounting brackets isolated from interior of unit

Why is it important?

- The seating cannot be electrified through the bracket if the unit is damaged

OPERATIONAL FEATURES

AC Receptacles

- Spec Grade duplex receptacle

Why is it important?

- One inPower Flex can serve 2 users.

Multi-Standard USB Power Sockets

- USB controller senses device power

requirements for spec-compliant and Apple "i-devices"

- Can charge two iPads simultaneously at their full charging rate

Why is it important?

- Travelers can charge without carrying the device charger
- International travelers don't need to worry that their charger is the wrong voltage
- iPads will now show that they are charging
- User can fully exploit USBs no matter what devices they are charging

Unit Circuit Breaker (5 Amp)

- Limits current in each inPower Flex Unit
- Shuts off single unit if high current device is used
- Remainder of daisy chain not affected

Why is it important?

- Ensures equitable sharing of the available power by all users
- Protects other users from outages caused by others
- Prevents the use of hair dryers, vacuum cleaners, etc.

Adaptable to Most Seating and Tables

- Brackets install on all Arconas seating and tables
- Custom brackets for most airport seating and furniture

Why is it important?

- inPower Flex can be used on new or retrofitted seating

MAINTENANCE AND RELIABILITY FEATURES

Daisy Chain Circuit Breaker (12 Amp)

- Protects entire daisy chain from overloads
- Faster and lower trip value than most building circuit breakers
- Overloads unlikely to trip building circuit breaker
- Can be reset using button on faceplate

Why is it important?

- Users and airport staff can return unit to service unaided.
- Saves the cost and delay of maintenance electrician resetting building breakers.

Daisy Chain

- Up to 5 inPower Flex can be powered from a single wall or floor receptacle

Why is it important?

- The facility does not have to provide a floor/wall receptacle for each power point.
- Reduces cording costs

LED Indicator Lights

- Two hidden blue LED lights shine onto the faceplate when unit is powered.

Why is it important?

- Shows users that power is available.
- Maintenance staff can quickly identify which units need to be plugged in or repaired.

USB Over Current Protection

- USB controller and DC power supply will shut down if overloaded.
- Automatically restore service when load is removed

Why is it important?

- Prevents damage to the USB circuits caused by defective user devices.

Detachable Power and Jumper Cords

- Strain on cords likely to pull out rather than damage cord or unit
- Allows use of different length cords in initial or re-configured installations

Why is it important?

- Minimizes the damage to cords and exposure to live wires.
- Facilitates re-configuration of seating and power units.
- Easily installed and replace by non-electrician staff.

REGULATORY APPROVALS

Safety Approval

- Tested to UL/CSA/IEC 60950-1 by TUV SUD
- Listed by TUV SUD with TUV SUD "Mark"

Why is it important?

- Universally accepted safety standard across North America.
- Third party assurance of the safety.

Electro-Magnetic Compatibility (EMC) Approval

- Tested and approved to US standard FCC Part 15 Class B
- Tested and approved to Canadian standard IECs 003
- Tested and approved to European standards EN55022/EN55024

Why is it important?

- It will not cause interference with inPower Flex user devices, other users of the power grid, airport equipment or aircraft electronics.

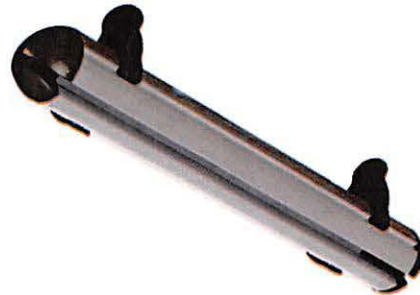




5700 Keaton Cres.
Mississauga, Ontario
Canada L5R 3H5

Telephone (905) 272-0727
Toll free (800) 387-9496
Facsimile (905) 897-7470
airport@arconas.com

inPower flex maintenance tips



The inPower Flex system requires routine checks by maintenance staff to ensure that the product is working and in good condition. A sample checklist is as follows:

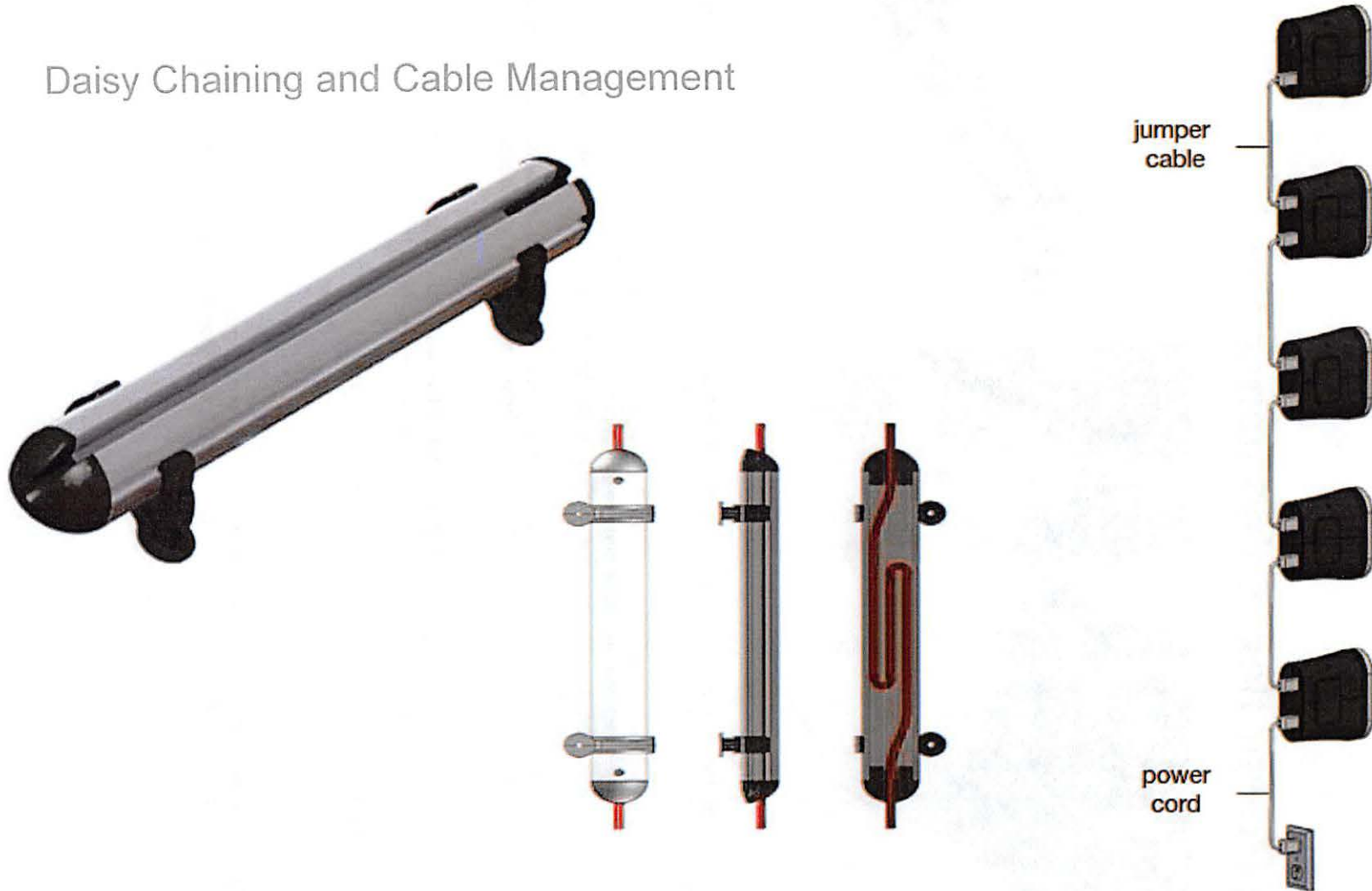
1. **Are all blue LED lights working?** This requires a simple visual check. If the lights are not on:
 - a) check to make sure that the GFI is pressed. (there is a small yellow light on the face plate)
 - b) check to make sure the unit is plugged into the power source and into the back of the receptacle
 - c) follow troubleshooting instructions as outlines in the Assembly Instructions (page 4)
 - d) contact Arconas' Airport Solutions Team and send pictures/description of the issue to airport@arconas.com.
2. **Are all cables neatly tucked up and out of the way** - either with cable/zip ties or inside the Cable Management Device (CMD)? If not, tidy the cables as needed.
3. **Periodically inspect units** to ensure that mounting brackets (under seats and/or tables) are securely fastened.

ARCONAS can work with your team to develop an ongoing maintenance program to maximize the life of your investment and ensure the availability of standard replacement parts should repairs be required.

inPower Flex

ARCONAS[®]

Daisy Chaining and Cable Management



inPower Flex™ Warranty

Arconas warrants inPower™ Flex components against defects in parts and workmanship as for a period of 1 year from the date of the initial installation. The inPower™ Flex components must be properly installed and maintained in a dry indoor location and used for their intended purposes.

Exclusions

1. Normal wear and tear on finishes and surfaces
2. Damage resulting from abuse, vandalism, negligence, accident, natural disaster and extraordinary events in the electrical supply.

Warranty Procedure

1. When the owner of an inPower Flex component believes that it is defective, they must have a knowledgeable person verify the defect. For example, for a defective power unit, ensure that both circuit breakers and the GFCI have been reset and that power is available to the component (Owner's expense).
2. Notify Arconas of the defect (1 800 387 9496) and provide the component serial number and installation date.
3. Arconas will supply a like-for-like replacement component (Arconas expense). The replacement may be a repaired and fully tested unit.
4. Remove the defective component from service and install the replacement unit as described in the inPower Flex Installation Manual (Owner's expense).
5. As instructed, return the defective component to Arconas (Owner's expense).

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. ARCONAS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, IN CONNECTION WITH THE PRODUCT.

DOMESTIC PARTNERSHIP REQUIREMENT CERTIFICATION – Exemption Explanation

Exception: Arconas is a foreign Corporation with no presence or employees in the United States.

Supplier: Arconas Corporation

GENERAL CONDITIONS
Quotation Requests and Invitations to Bids

These are standard instructions for Quotation Requests and Invitations to Bid and 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 Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**
9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards:** If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
 - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.

- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it 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 which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
 - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
 - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500

\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

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 confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
 - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
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 must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

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 vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).

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

(d) 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.

Supplier: Arconas Corporation

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: **Arconas Investment Ltd.**
2. Doing Business As/Fictitious Name (if applicable): **Arconas Corporation**
3. Federal Employer I.D. no. (FEIN): **98-13652020**
4. Dun and Bradstreet No.: **20-372-0961**
5. Website address (if applicable): **www.arconas.com**
6. Principal place of business address: **5700 Keaton Crescent
Mississauga, Ontario
Canada**
7. Office location responsible for this project:
8. Telephone no.: **905-272-0727**
Fax no.: **905-897-7470**
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 **Foreign Corporation**
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Krista Tapley**
Title: **Director of Sales**
E-mail: **ktapley@arconas.com**
Telephone No.: **905-272-7659**

Name: **Scott Jelliman**
Title: **Account Manager**
E-mail: **sjelliman@arconas.com**
Telephone No.: **905-272-7686**

Generic e-mail address for purchase orders: **airport@arconas.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) **Dan Nussbaum**
 - b) **Pablo Reich**
 - c) **Shanti Defehr**
 - 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:
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **50**
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 firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Supply and Install Seating**

Contract/Project Title: **Terminal B**

Agency: **Boston Logan International Airport**

Contact Name/Title: **Julie Nikoras/Manager of Capital Programs**

Contact Telephone: **617-568-3576**

Email: **jnikoras@massport.com**

Contract/Project Dates (Month and Year): **05/2020**

Contract Amount: **2,016,515**

Reference 2:

Scope of Work: **Supply and Install Seating**

Contract/Project Title: **Orlando South Terminal**

Agency: **Greater Orlando Airport Authority**

Contact Name/Title: **Daisily Pagan/ Manager of Interiors**

Contact Telephone: **407-825-2158**

Email: **dagan@goaa.org**

Contract/Project Dates (Month and Year): **06/2020**

Contract Amount: **1,778,135**

Reference 3:

Scope of Work: **Supply and Install Seating**

Contract/Project Title: **Terminal 3 Modernization Project**

Agency: **Phoenix Sky Harbour International Airport**

Contact Name/Title: **Jennifer Maples /Aviation Superintendent**

Contact Telephone: **602-273-4014**

Email: **jenniffer.maples@phoenix.gov**

Contract/Project Dates (Month and Year): **01/2020**

Contract Amount: **2,000,000**

Supplier: Arconas Corporation

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: Arconas Corporation

Supplier: Arconas Corporation

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

Supplier: Arconas Corporation

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: Arconas Corporation

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: Arconas Corporation

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).

Dan Nussbaum

President

September 22,
2020

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

Supplier: Arconas Corporation

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: **Arconas Corporation**

Company Vehicle: Yes ☐ or No ☒

If Common Carrier (indicate carrier): **FedEx or local 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.



TO: Brenda J. Billingsley, Director
Purchasing Division
FROM: Insert Name of Division Director
Insert Agency Name
SUBJECT: Solicitation No.: OPN2121319Q1
Insert Solicitation Title: ARCONAS Seating, Replacement Parts and Materials

Recommended Vendor: ARCONAS CORPORATION

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

Initial Award Amount: \$400,000.00

Potential Total Amount: \$400,000.00

Initial Contract Term: Three Years

Contract Term, including Renewals: Three Years

CONCURRENCE:

The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I

- ☐ have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

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

- ☐ I am satisfied with the Vendor's financial background and/or rating and payment performance.
☐ Not applicable Provide explanation if choosing this option

LITIGATION HISTORY: (check one)

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

PAST PERFORMANCE: (check all that apply)

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

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

AND

- ☐ Reference Verification Forms are attached.

OR

- ☐ Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$50,000 and the Vendor has a Performance Evaluation within the past three years.

NON-CONCURRENCE:

- ☐ I do not concur. Detailed reason for non-concurrence is attached.

TYPED NAME OF SIGNER:

TITLE:

(Individual authorized to administer the contract.)

SIGNATURE:

DATE:

**Bid Tabulation Packet
for
Solicitation OPN2121319F1**

RFI - Arconas Bernu Aero Seating and Replacement Parts

Bid Designation: Public



Broward County Board of County Commissioners

Bid #OPN2121319F1 - RFI - Arconas Bernu Aero Seating and Replacement Parts

Creation Date **Jun 12, 2020**

End Date **Jun 22, 2020 5:00:00 PM EDT**

Start Date **Jun 17, 2020 1:00:32 PM EDT**

Awarded Date **Not Yet Awarded**

OPN2121319F1-01-01 Arconas Bernu Aero Seating and Replacement Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Arconas Corporation	First Offer -	1 / each		Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Authorized Supplier?: Arconas			
		Please view product information in attached package.			

Supplier Totals

f Arconas Corporation		\$0.00	
Bid Contact	Lynn Gordon smartin@arconas.com Ph 905-272-0727	Address	5700 Keaton Crescent Mississauga, ON L5R 3H5
Supplier Code	VC0000005482		
Agency Notes:		Supplier Notes:	Head Attch: 

Arconas Corporation

Bid Contact **Lynn Gordon**
smartin@arconas.com
Ph 905-272-0727

Address **5700 Keaton Crescent**
Mississauga, ON L5R 3H5

Supplier Code VC0000005482

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2121319F1--01-01	Arconas Bernu Aero Seating and Replacement Parts	Supplier Product Code: Authorized Supplier?: Arconas Supplier Notes: Please view product information in attached package.	First Offer -	1 / each	Y

Supplier Total **\$0.00**

Arconas Corporation

Item: **Arconas Bernu Aero Seating and Replacement Parts**

Attachments



DATE: July 09, 2020

TO: Brenda J. Billingsley, Director, Purchasing Division

THRU: Christine Calhoun, Manager, Purchasing Division

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

PROJECT TITLE: Arconas Bernu Aero Replacement Parts for FLL

REQUISITION NO. AVM00 4904

LE SOURCE/SOLE BRAND EQUEST

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

The Broward County Aviation Department (BCAD) Maintenance Division is seeking an open-end agreement for the procurement and delivery of Arconas Bernu Aero replacement parts for the existing seating at the Fort Lauderdale-Hollywood International Airport (FLL).

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

Only Sole Source/ Uniqueness

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

Fort Lauderdale-Hollywood International Airport seating in Terminals 1 & 4 are equipped with the Bernu Aero seating by Arconas. Arconas is the exclusive and sole designer, manufacturer and seller of the Bernu/Bernu Aero public seating series and all its accessories. With the number of passengers utilizing FLL, the wear and tear is above average and the need for an open-end contract for replacement parts is necessary.

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

- ☐ Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☐ Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☐ Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and/or laws, rules, and regulations.
- ☐ Exempted from the Procurement Code - per Section 21.18 of Broward County Administrative Code.
- ☐ Other/or additional information - using this sole source, sole brand purchase benefits the County for the following reasons:

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

Estimated project value: \$400,000.00

Contract length (if applicable): Three Years

Expenses to date: \$0.00

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

If yes, when and by whom? Arconas Corporation

How was item/service procured? Competitive bid

What is the current contract (MA) or purchase order number? Z1280305B1

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

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

There is no alternative source for replacement parts on the Arconas seats. If any other manufacturer's parts are purchased the expense for entirely new seating would be required.

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

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

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

Claudja Henry

Digitally signed by Claudja Henry
Date: 2020.07.09 15:34:59 -04'00

July 9, 2020

REQUESTOR/EVALUATOR (PRINT) REQUESTOR/EVALUATOR (SIGN) DATE

Richard Waskiewicz

DEPT/DIV DIRECTOR OR
DESIGNEE (PRINT)

DEPT/DIV DIRECTOR OR DESIGNEE
(SIGN)

DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.34 and 21.35. The Purchasing Agent recommends the following:

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

☐ Request Authorization to Negotiate

Additional Information:

Requisition No. AVM0004904 Estimate Annual amount \$400,000

The Aviation Department is seeking to purchase Arconas Bernu Aero seating for Terminal 2, and replacement parts and materials for terminals 1, 3 and 4 at the Fort Lauderdale-Hollywood International Airport (FLL), to have uniformity in Airport seating.

In a letter dated March 26, 2018, Arconas Corporation confirmed that they are the exclusive and sole designer, manufacturer and seller of the Bernu/Bernu Aero public seating series and all its accessories (Exhibit 1).

The required due diligence for Sole Source request, Arconas Bernu Aero Replacement Parts was completed through Request for Information (RFI) No. OPN2121319F1. The RFI was posted on June 17, 2020 and opened on June 22, 2020 with only Arconas Corporation responding. (Exhibit 2).

The Purchasing Agent recommend Sole Source/ Sole Brand approval Arconas Bernu Aero seating and replacement parts and materials. Previous purchase was approved Sole Source.

Per Delegation of Approval and Award Authority memorandum 19-01 dated March 6, 2019:

The Director of Purchasing must approve SS/SB/RS prior to issuing solicitation in excess of >\$300,000 - <\$400,000. If the amount is greater than the Director of Purchasing award authority, the SS/SB/RS must be approved by the Board prior to issuing the solicitation, if SS/SB/RS is embedded in a solicitation.

Purchasing Agent Signature: Angela Brown

Digitally signed by Angela Brown
Date: 2020.07.22 11:16:32 -04'00'

Reviewed by Manager: CHRISTINE CALHOUN

Digitally signed by CHRISTINE CALHOUN
Date: 2020.08.01 18:40:41 -04'00'

APPROVAL AUTHORITY
REASON/SUGGESTED ACTION (IF DISAPPROVED):

Signature: BRENDA BILLINGSLEY

Digitally signed by BRENDA BILLINGSLEY
Date: 2020.09.11 11:46:01 -04'00'

Date:

ARCONAS

February, 20, 2020

Ft. Lauderdale-Hollywood International Airport

Attn: Lori Vassello

Subject: Arconas Seating Series Bernu Aero

Dear Ms. Vassello,

The purpose of this letter is to provide additional information that may be beneficial for the Ft. Lauderdale-Hollywood International Airport, FL. in your seating procurement.

Arconas is the exclusive and sole designer and manufacturer of the Bernu Aero Public Seating series. By conducting the procurement process directly with Arconas, we guarantee that the Ft. Lauderdale-Hollywood International Airport will benefit from the best possible prices available for this product.

If you have any questions or require additional information, please do not hesitate to contact me at (905) 272-0727 x-318.

Sincerely,



Krista Tapley
Sales Director
ARCONAS

**Bid Tabulation Packet
for
Solicitation OPN2121319F1**

RFI - Arconas Bernu Aero Seating and Replacement Parts

Bid Designation: Public



Broward County Board of County Commissioners

Bid #OPN2121319F1 - RFI - Arconas Bernu Aero Seating and Replacement Parts

Creation Date **Jun 12, 2020**

End Date **Jun 22, 2020 5:00:00 PM EDT**

Start Date **Jun 17, 2020 1:00:32 PM EDT**

Awarded Date **Not Yet Awarded**

OPN2121319F1-01-01 Arconas Bernu Aero Seating and Replacement Parts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Arconas Corporation	First Offer -	1 / each		Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Authorized Supplier?: Arconas			
		Please view product information in attached package.			

Supplier Totals

f Arconas Corporation		\$0.00	
Bid Contact	Lynn Gordon smartin@arconas.com Ph 905-272-0727	Address	5700 Keaton Crescent Mississauga, ON L5R 3H5
Supplier Code	VC0000005482		
Agency Notes:		Supplier Notes:	Head Attch: 

★★

Arconas Corporation

Bid Contact **Lynn Gordon**
smartin@arconas.com
Ph 905-272-0727

Address **5700 Keaton Crescent**
Mississauga, ON L5R 3H5

Supplier Code VC0000005482

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2121319F1-01-01	Arconas Bernu Aero Seating and Replacement Parts	Supplier Product Code: Authorized Supplier?: Arconas Supplier Notes: Please view product information in attached package.	First Offer -	1 / each	Y
Supplier Total					\$0.00

Arconas Corporation

Item: **Arconas Bernu Aero Seating and Replacement Parts**

Attachments

Solicitation OPN2121319F1

RFI - Arconas Bernu Aero Seating and Replacement Parts

Bid Designation: Public



Broward County Board of County Commissioners

Bid OPN2121319F1

RFI - Arconas Bernu Aero Seating and Replacement Parts

Bid Number **OPN2121319F1**
Bid Title **RFI - Arconas Bernu Aero Seating and Replacement Parts**

Bid Start Date **Jun 17, 2020 1:00:32 PM EDT**
Bid End Date **Jun 22, 2020 5:00:00 PM EDT**
Question &
Answer End Date **Jun 19, 2020 5:00:00 PM EDT**

Bid Contact **Angela Brown**
anbrown@broward.org

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

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

Bid Comments **This Request for Information (RFI) is intended to ascertain whether the commodity or service specified below is currently available from multiple providers. This is not a request for pricing or a commitment to purchase.**

The following products are thought to be available from only a single source. This RFI will remain posted until the due at the date and time indicated. Vendors shall submit response electronically through BidSync. Vendor should upload any supporting information in BidSync to assist in determining if products and service is comparable.

Commodities/service Required

The Broward County Aviation Department is seeking the procurement and delivery of Arconas Bernu Aero seating and replacement parts for existing seating at the Fort Lauderdale-Hollywood International Airport (FLL).

Known Sole Source
Arconas Corporation

Replacement Seating and Parts:

Connectors:

ARCONAS IP2500 – inPower Flex module
ARCONAS IP2541 – Cable Management Device for Bernu Aero
ARCONAS IP2506 (J) – 6 foot cables, jumper or plug
ARCONAS IP2508 (J) – 8 foot cables, jumper or plug

Seating:

ARCONAS BA2SM – Bernu 2-seat unit
ARCONAS BA3SM – Bernu 3-seat unit
ARCONAS Back-to-Back Connector, Set of 2

Replacement Parts:

ARCONAS BAPAD-S – Bernu Aero Upholstered Seat Cushion
ARCONAS BAPAD-B – Bernu Aero Upholstered Back Cushion

ARCONAS BERNALARM – Bernu All Aluminum Cantilever Arm
ARCONAS BERNALDRINK – Bernu All Aluminum Drink Holder Arm
ARCONAS Bernu Regular Glide
ARCONAS Bernu Non-Slip Glide (for tiled flooring)
ARCONAS Bernu Floor Mounting Glide

If you can bid on this commodity/service or equal, respond to this Request for Information through Bidsync. Broward County will be the sole determinate of what is comparable.

Prospective Vendors are requested to provide information regarding their ability to supply the commodities. All Vendor responses will be evaluated by the Using Agency which will be the sole determinate power in establishing the approved equal status of the commodity or service offered by the vendor. If it is determined in writing by the agency, after reviewing any information received from prospective Vendors, that the commodities or contractual services are available only from a sole source, a Request for Quotation will be issued to the sole source Vendor for processing and approval by the appropriate award authority.

Provide product literature for any product to assist in determining if product is comparable.

Item Response Form

Item **OPN2121319F1-01-01 - Arconas Bernu Aero Seating and Replacement Parts**

Quantity **1 each**

Prices are not requested for this item.

Authorized Supplier?

Delivery Location

**Broward County Board of County
Commissioners**

AV0019

AVIATION DEPARTMENT

MAINTENANCE

3400 SW 2ND AVE

FORT LAUDERDALE FL 33315

Qty 1

Description

Arconas Bernu Aero Seating and replacement Parts for existing seating at the Fort Lauderdale-Hollywood International Airport (FLL).

Question and Answers for Bid #OPN2121319F1 - RFI - Arconas Bernu Aero Seating and Replacement Parts

Overall Bid Questions

There are no questions associated with this bid.



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

PURCHASING AGENT'S REPORT

DATE: August 5, 2020

TO: Christine Calhoun, Manager, Purchasing Division

FROM: Jacqueline Chapman, Purchasing Agent, Purchasing Division

Digitally signed by
Jacqueline A. Chapman
Date: 2020.08.06
13:51:50 -04'00'

SUBJECT: Request Multi-Year Fixed Term

REFERENCE: Bid No. OPN2121319Q1, Arconas Seating and Replacement Parts

REFERENCE: Folder No. 2121319, Requisition No. AVM0004904

Fixed Three-Year Term contract

Estimated Value: \$400,000

Using Division: Aviation Department

AGENT ANALYSIS:

The Aviation Department is requesting approval of a Multi-Year contract for a fixed three-year term with no renewal options for the purchase of ARCONAS Seating for all terminals, including Terminal 2 and any Replacement Parts for Terminals 1, 3, and 4 for the Fort Lauderdale-Hollywood International Airport. The estimated potential value of this fixed term contract is \$400,000.

On March 3, 2015, Agenda Item No. 23, the Board approved an open-end Contract No. Z1280305B1 to Arconas Corporation, to Furnish and Install Terminal Seating, for the Aviation Department. After 5 years, the contract ended on March 2, 2020.

This is a Sole Source procurement with specialized product that have long manufacturing lead-times. The purchase of the seating from the Sole Source vendor ARCONAS Corporation, would allow for the purchase not only airport seating but for the purchase of replacement parts for repairs to damaged and broken seats that are not under warranty.

RECOMMENDATION AND REASONS:

The Purchasing Agent recommends approval of a multi-year contract for a fixed three-year term with no renewal as it would provide for timely replacement of airport seating and replacement parts with long manufacturing lead-times throughout all the terminals, as funding become available, provide uniformity among all the terminals, and improve esthetics throughout the airport terminals.

APPROVAL AUTHORITY

☒ APPROVE

☐ DISAPPROVE

Reason/suggested action (if disapproved):

CHRISTINE CALHOUN

Digitally signed by CHRISTINE CALHOUN
Date: 2020.08.06 13:54:28 -04'00'

Purchasing Manager

Purchasing Agent's Report [PAR] Form 7 (rev 09/2012)

Page 1 of 1

A Service of the Broward County Board of County Commissioners

Excellence in Government Procurement – Our Best. Nothing Less.



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: July 21, 2020

TO: Brenda J. Billingsley, Director, Purchasing Division

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

SUBJECT: Request to Use Percentage Discount from List/Catalog Price and Pass-Thru Allowance for Arconas Seating and Replacement Parts

Broward County Aviation Department (BCAD) requests approval for the use of a Fixed Percentage Discount from List/Catalog Prices and a Pass-Thru Allowance for Freight in an upcoming procurement for Airport Seating and Replacement Parts with Arconas. Requisition number AVM0004904 has been submitted for this sole source/sole brand solicitation request.

BCAD is requesting the use of a Fixed Percentage Discount from List/Catalog Prices for procuring airport seating and replacement parts for all terminals at the Fort Lauderdale-Hollywood International Airport. As it is not feasible to identify each component that may be needed to ensure adequate seating, connectors and replacement parts, the use of a discount from a list/catalog will provide a procurement method for BCAD to purchase these items as needed.

In addition, a Pass-Thru Allowance is requested for freight charges. The use of a pass-thru line for shipping costs is requested because the weight and physical size of the parts vary. This would allow BCAD to pay the actual shipping cost for parts when and as needed.

BCAD estimates the annual amount for parts to be \$380,000 and the amount for freight to be \$20,000, with an estimated total contract value of \$400,000.

Should you require additional information, please contact me at 954-359-7292.

cc: Stacy Seibert, Enterprise Assistant Director, BCAD Maintenance
Claudja Henry, Contract/Grant Administrator, Senior, BCAD Maintenance

Retro-active Request

PURCHASING AGENT ANALYSIS:

Subject: OPN2121319Q1, ARCONAS Seating & Replacement Parts
Requisition No. RQM AVM0004904

Jacqueline A. Chapman
Digitally signed by Jacqueline A. Chapman
Date: 2020.10.21 17:27:10 -04'00'

The subject solicitation is intended to secure a three-year contract to provide Arconas seating and replacement parts for Broward County Aviation Department (BCAD).

Arconas Seating is needed in Terminal 2 to maintain uniformity in the Terminals and Replacement parts are needed to cover undefined and unanticipated non-warranty parts in terminal 1, 3 and 4 where there is existing Arconas seating. It is not possible to pre-determine what items will be needed or their quantities for the variety of situations that may arise under this contract.

Discount off List Price:

In accordance with the Procurement Code, Section 21.8.b.26, Discount-from-List Contracts means that the contracts price is determined by applying a percentage discount from an established catalog price. This type of contract is only to be used when it is determined by the Director of Purchasing that this contracting methodology is in the best interest of the County.

The Agent requests pricing for Arconas seating replacement parts to be based on a firm, fixed percentage discount from current published list price for the County to receive the most competitive net prices. The bidder will be required to provide a copy of or a link to their catalog and will be required to furnish the catalog name, number, effective date, and pricing offered.

Pass-Thru Allowance Freight Charges: Estimate \$20,000 over the 3-year Initial Term

Due to the size and weight of Seating, BCAD is requesting \$20,000 to pay the actual shipping cost for Seating and parts.

Recommendation and Reasons:

The Purchasing Agent has determined that the Discount off Price List is the most beneficial pricing method, because of the multiplicity and variety of the parts that could potentially be purchased throughout the year, which renders a firm fixed price impractical..

Other than a Firm Fixed Contract:

In accordance with Procurement Code, Section 21.42(a): Any type of contract or procurement method which will promote the best interest of the County may be used, including incentive fee contracts, provided that the use of a cost plus a percentage of cost contract is prohibited. Any type of procurement method may be utilized to obtain any professional service, general service, or commodity at the discretion of the Director of Purchasing. A type of contract other than firm, fixed price may be used only when a determination is made by the Director of Purchasing that such contract is likely to be less costly than the firm, fixed price contract or that it is impractical to obtain the supplies, services or construction required by the firm fixed price contracting method.

Agent requests retroactive approval of the above subject matter for the solicitation and subsequent contract.

Per numbered memorandum 19-01 dated March 6, 2019 – Delegation of Approval and Award Authority: The Purchasing Manager may approve Allowances/Pass-Thru (prior to solicitation), including all renewal options up to \$200,000 cumulative and all request for Discount from List.

APPROVE / DISAPPROVE:

Discount Off List \$305,000/3years): Approved ☒ Disapprove ☐
Comments:

Pass-Thru Allowance (\$20,000/3years) Approved ☒ Disapprove ☐
Comments:

CHRISTINE CALHOUN
Digitally signed by CHRISTINE CALHOUN
Date: 2020.11.17 15:01:27 -05'00'
Christine Calhoun, Purchasing Manager

Pricing

Presented to:



Confidential

ARCONAS

inPower Flex System

PRICES EFFECTIVE JANUARY 2020

IP2500 – inPower Flex module **\$347.00**

IP2545 – Cable Management Device for Bernu Aero **\$62.00**

IP2506 (J) – 6 foot cables, jumper or plug **\$55.00**

IP2508 (J) – 8 foot cables, jumper or plug **\$67.00**

***Freight to FLL Airport included**



Assembly & Installation not included.

arconas.com

bernu aero

PRICES EFFECTIVE JANUARY 2020



BA2SM – Bernu 2-seat unit

\$660.00 – 2 x seats

\$228.00 – 3 x drink holder arms

\$317.00 – 1 x inPower flex II kit

\$ 72.00 – 2 x cable management devices

\$1277.00

Back-to-Back Connector, Set of 2 - **\$199.00**

***Freight to FLL Airport included**

BA3SM – Bernu 3-seat unit

\$990.00 – 3 x seats

\$304.00 – 4 x drink holder arms

\$317.00 – 1 x inPower flex II kit

\$108.00 – 3 x cable management devices

\$1719.00

Assembly & Installation not included.

arconas.com

bernu aero attic stock

BAPAD-S – Bernu Aero Upholstered Seat Cushion **\$105.00**

BAPAD-B – Bernu Aero Upholstered Back Cushion **\$115.00**

BERNALARM – Bernu All Aluminum Cantilever Arm **\$77.00**

BERNALDRINK – Bernu All Aluminum Drink Holder Arm
\$106.00



Assembly & Installation not included.

arconas.com

***Freight to FLL Airport included**

bernu aero attic stock

63409 – Bernu Regular Glide **\$30.00**



63410 – Bernu Non-Slip Glide (for tiled flooring) **\$45.00**



63411 – Bernu Floor Mounting Glide **\$48.00**



***Freight to FLL Airport included**

Assembly & Installation not included.

arconas.com

ARCONAS

February, 20, 2020

Ft. Lauderdale-Hollywood International Airport

Attn: Lori Vassello

Subject: Arconas Seating Series Bernu Aero

Dear Ms. Vassello,

The purpose of this letter is to provide additional information that may be beneficial for the Ft. Lauderdale-Hollywood International Airport, FL. in your seating procurement.

Arconas is the exclusive and sole designer and manufacturer of the Bernu Aero Public Seating series. By conducting the procurement process directly with Arconas, we guarantee that the Ft. Lauderdale-Hollywood International Airport will benefit from the best possible prices available for this product.

If you have any questions or require additional information, please do not hesitate to contact me at (905) 272-0727 x-318.

Sincerely,



Krista Tapley
Sales Director
ARCONAS

**Insurance Requirements for Purchase of Seating Parts
No Vendor On Site**

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE			
		Each Occurrence	Aggregate
GENERAL LIABILITY	Bodily Injury		
☐ Commercial General Liability	Property Damage		
☐ Premises—Operations	Bodily Injury and Property Damage Combined	\$	\$
☐ Explosion & Collapse Hazard	Personal Injury		
☐ Underground Hazard			
☐ Products/Completed Operations Hazard			
☐ Contractual Insurance			
☐ Broad Form Property Damage			
☐ Independent Contractors			
☐ Personal Injury			
AUTO LIABILITY	Bodily Injury (each person)		
☐ Comprehensive Form	Bodily Injury (each accident)		
☐ Owned	Property Damage		
☐ Hired	Bodily Injury and Property Damage Combined	\$	
☐ Non-owned			
☐ Any Auto If applicable			
EXCESS LIABILITY	Bodily Injury and Property Damage Combined	\$	\$
☐ Umbrella Form			
☐ Other than Umbrella Form			
☒ WORKER'S COMPENSATION AND EMPLOYER LIABILITY	1. STATE REQUIRED		
	(each accident)		100K MIN
☐ PROFESSIONAL LIABILITY	Max. Ded. \$10K		Agreed value
☐ PROPERTY DAMAGE	Max. Ded. \$10K		Replacement Cost
☐ INCLUDE WIND AND HAIL	Max. Ded. \$10K		Agreed value
☐ If project greater than \$100,000 install floaters required for replacement of material, equipment, installation. If agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery etc, until completion, acceptance by County and County takes possession.	Maximum Deductible	\$ 10K deductible	Agreed value
	Each Claim		

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability **Additional Insured: Broward County**. Also when applicable certificate should show **Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required**. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
Broward County
2200 SW 45th Street, Suite #101, Dania Beach, FL
33312 RE: MX

Tracy
Meyer

Digitally signed by Tracy Meyer
DN: dc=local, dc=fl-airport,
ou=FLLUSERS, cn=Tracy Meyer
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