

Solicitation PNC2123288B1

Explosive Trace Detection (ETD)

Bid Designation: Public



Broward County Board of County Commissioners

Bid PNC2123288B1

Explosive Trace Detection (ETD)

Bid Number **PNC2123288B1**
Bid Title **Explosive Trace Detection (ETD)**

Bid Start Date **May 3, 2022 11:05:23 AM EDT**
Bid End Date **May 25, 2022 2:00:00 PM EDT**
Question &
Answer End Date **May 13, 2022 5:00:00 PM EDT**

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

Bid Contact **Lashonne Williams-Canty**
Purchasing Agent
Purchasing Division
954-357-6285
lwilliamscanty@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**

Bid Comments **Scope of Work: Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the Explosive Trace Detection (ETD) machines for the Fort Lauderdale-Hollywood International Airport (FLL).**

WARNING: This procurement contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Non-Disclosure Agreement (NDA): A Non-Disclosure Agreement for conditional access to Specifications and Requirements must be filled out and submitted to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org, via email. Refer to Special Instructions to Vendors; B. Inspecting and Obtaining Contract Documents.

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

Basis of Award: Group Award: Award of this contract will be made to the lowest, responsive and responsible bidder by total group bid price. A bidder must bid on all items within the group to be considered for award; otherwise, the group will be construed as incomplete and may be rejected.

Request for Approved Equals: Vendors may submit for Broward County's consideration, a request to approve an equal product for a product/specification of this solicitation. The Request for Approved Equals form must be submitted (by email) no later than the date and time listed in the Special Instructions to Vendors.

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

BidSync is now known as "Periscope S2G, Supplier-To-Government" for vendors. Any reference to BidSync in this solicitation shall refer to "Periscope S2G, Supplier-To-Government."

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G, Supplier-to-Government for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to-Government for technical assistance.

Added on May 18, 2022:

Addendum No. 1

To all prospective bidders, please note the following changes and clarifications: Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

1. The specific revision was to the Special Instructions to Vendors, Section B, Inspecting and Obtaining Contract Documents: Contract Documents are available electronically for download through BidSync (free of charge). To obtain secure Specifications and Requirements, the County Non-Disclosure Agreement form must be filled out and emailed to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org by ~~Wednesday, May 11, 2022 at 5:00 PM.~~ **Friday, May 20, 2022 at 12:00 PM.**

2. The bid end date has been extended to May 25, 2022 at 2:00PM

3. Refer to the Attachment (Addendum 1 RFAE Response) for Broward County's response to the Request for Approved Equals that were submitted for the solicitation.

4. The following is provided as additional information in response to question received on the intended use of the ETD machine for outdoor use.

Would their (sic) be covering for the unit? If so, what type of covering? Regarding outdoor use, tents are currently used for cover. Will there be available power for the unit? At this time, power is not available outside and these machines are not expected to be in use 24/7. The units will run on battery during inspection hours and be recharged during off-hours. Will the unit be relocated or moved often? The units are not anticipated to be relocated or moved often, outside of bringing them to a charging location during off-hours.

Added on May 18, 2022:

Addendum No.2

Refer to the Attachment (Addendum 1 RFAE Response) for Broward County's response to the Request for Approved Equals that were submitted for the solicitation.

Addendum # 1

New Documents	Special Instructions to Vendors.pdf		
Removed Documents	Special Instructions to Vendors.pdf		
Previous End Date	May 18, 2022 2:00:00 PM EDT	New End Date	May 25, 2022 2:00:00 PM EDT

Addendum # 2

New Documents	Addendum 1 RFAE Response.pdf		
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Item Response Form

Item **PNC2123288B1--01-01 - Explosive Trace Detection Machine for indoor use.**

Quantity **4 each**

Unit Price

Manufacturer
Offered

Warranty Offered

Delivery Days after
Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 4

Description

Explosive Trace Detection Machine for indoor use. See Detailed Requirements in the Specifications and Requirements.

Item **PNC2123288B1--01-02 - Explosive Trace Detection machine for outdoor use**

Quantity **3 each**

Unit Price

Manufacturer
Offered

Warranty Offered

Delivery Days after
Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 3

Description

Explosive Trace Detection Machine for outdoor use. See Detailed Requirements in the Specifications Requirements.

Item **PNC2123288B1--01-03 - Sample Traps**

Quantity **318 can**

Unit Price

Manufacturer
Offered

Delivery Days after
Receipt of Order

Product Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 318**Description**

Sample traps - Consumables for indoor and outdoor machines.

Item

PNC2123288B1--01-04 - Thermal Paper

Quantity

72 roll

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 72**Description**

Thermal Paper - Consumables for indoor machines.

Item

PNC2123288B1--01-05 - Sieve canisters with filter

Quantity

84 canister

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 84**Description**

Sieve canisters with filter - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-06 - Cotton swabs**

Quantity **21 package**

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 21

Description

Cotton swabs, 100 count per pack - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-07 - Alcohol Wipes**

Quantity **21 box**

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 21

Description

Alcohol Wipes, 100 wipes per box - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-08 - Nitrile gloves**

Quantity **633 box**

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

Delivery Location **Broward County Board of County
Commissioners**
AV0007
AVIATION DEPARTMENT
SECURITY DIVISION
3545 SW 2ND AVE 33315-3639
FORT LAUDERDALE FL 33315
Qty 633

Description

Nitrile gloves, 100 gloves per box - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-09 - Filter screen**
Quantity **12 each**
Unit Price
Manufacturer
Offered
Delivery Days after
Receipt of Order
Product Offered
Delivery Location **Broward County Board of County
Commissioners**
AV0007
AVIATION DEPARTMENT
SECURITY DIVISION
3545 SW 2ND AVE 33315-3639
FORT LAUDERDALE FL 33315
Qty 12

Description

Filter screen - Consumables for indoor machines.

Item **PNC2123288B1--01-10 - Replacement fan filters**
Quantity **42 each**
Unit Price
Manufacturer
Offered
Delivery Days after
Receipt of Order
Product Offered
Delivery Location **Broward County Board of County
Commissioners**
AV0007
AVIATION DEPARTMENT
SECURITY DIVISION
3545 SW 2ND AVE 33315-3639
FORT LAUDERDALE FL 33315
Qty 42

Description

Replacement fan filters - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-11 - Power cord**

Quantity **7 each**

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 7

Description

Power cord - Consumables for indoor and outdoor machines.

Item **PNC2123288B1--01-12 - Spare Battery**

Quantity **6 each**

Unit Price

Manufacturer

Offered

Delivery Days after

Receipt of Order

Product Offered

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

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 6

Description

Spare Battery - Consumables for outdoor machines.

Item **PNC2123288B1--01-13 - Battery Charger**

Quantity **3 each**

Unit Price

Manufacturer

Offered

Warranty Offered

Delivery Days after

Receipt of Order

Product Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 3**Description**

Battery Charger - Consumables for outdoor machines.

Item

PNC2123288B1--01-14 - Support, Maintenance and Repairs

Quantity

36 service

Unit Price

Manufacturer

Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 36**Description**

Scheduled preventative maintenance will be made as recommended by the Manufacturer. Scheduled preventative maintenance visits includes: clean, inspect, and replace parts which appear worn and in need of replacing. See Section G. in the Special Instructions to Vendors.

Item

PNC2123288B1--01-15 - Installation

Quantity

21 service

Unit Price

Manufacturer

Offered

Delivery Location

**Broward County Board of County
Commissioners**AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 21**Description**

One-time installation and setup of each ETD machine.

Item

PNC2123288B1--01-16 - Training

Quantity

9 session

Unit Price

Manufacturer

Offered

Delivery Location

**Broward County Board of County
Commissioners**

AV0007

AVIATION DEPARTMENT

SECURITY DIVISION

3545 SW 2ND AVE 33315-3639

FORT LAUDERDALE FL 33315

Qty 9

Description

"Train-the-trainer" sessions for a minimum of two designated personnel on how to use the ETD machines once they are installed and set up.

**SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO GENERAL CONDITIONS)
Explosive Trace Detection (ETD)**

A. Scope:

Vendors are invited to respond for an open-end contract to furnish and install Explosive Trace Detection (ETD) machines for the Broward County Aviation Department and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate three (3) years from that date. The Director of Purchasing may renew this contract for up to two (2) one-year renewal periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

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

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

B. Inspecting and Obtaining Contract Documents:

Contract Documents are available electronically for download through BidSync (free of charge). To obtain secure Specifications and Requirements, the County **Non-Disclosure Agreement form** must be filled out and emailed to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org by Friday, May 20, 2022 at 12:00 PM.

C. Requests for Approved Equals:

Potential Vendor may submit for the County's consideration, prior to due date of solicitations, for a determination of approved equal status. **Requests for Approved Equals** must be submitted on the form and delivered by email to the Purchasing Agent, no later than 5:00 p.m. EST on Friday May 13, 2022. Late requests will not be considered. The County's response to Requests for Approved Equals will be issued by addendum.

D. Office of Economic and Small Business Requirements:

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

E. Ownership Disclosure Requirements

Vendor must submit a completed Ownership Disclosure Form at the link below.

1. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
2. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsible.
3. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.
4. Link for form submittal: [Ownership Disclosure Form](#).

F. Federal Transit Administration Requirements:

Not applicable to this solicitation.

G. 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.

H. Maintenance and Service Requirements:

Scheduled preventative maintenance will be made as recommended by the manufacturer. Scheduled preventative maintenance visits includes: clean, inspect, and replace parts which appear worn and in need of replacing.

All parts, labor and travel, excluding consumable items, are to be included. Only new or OEM refurbished parts (no third party parts) which are equal or better quality than the component being maintained shall be used for replacement parts.

All maintenance and repairs shall be done by certified factory trained technicians.

Maintenance calls to be done on an as requested basis twenty-four (24) hours a day, seven (7) days a week.

In the event the equipment cannot be repaired on-site, a loaner shall be provided for use until the unit can be repaired and returned to service. The loaner must be provided at no additional cost to the County.

Response time shall be within twenty-four (24) hours. Vendors who cannot meet this response time may be deemed non-responsive.

Payments will be made in arrears, after receipt and approval of proper invoices.

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on its response to this solicitation:

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.
- (e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.
- (f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services is duly qualified to perform such services by all appropriate governmental

authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Bids.

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

5. Addenda.

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

6. Prices, Terms, and Payments.

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

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

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

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

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

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(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 to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

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

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify

the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

10. Resolution of Protested Solicitations and Proposed Awards.

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

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

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

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

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

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

11. Public Entity Crimes & Public Business Discrimination.

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

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

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

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

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

17. Contingency Fees.

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

18. 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. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

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

20. Samples.

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

21. "Or Equal" Clause.

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

22. Procurement Code.

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

23. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract

shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation 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 do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

3. Invoice and Payment.

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

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

4. Termination.

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. 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.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to

suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

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

5. Conditions and Packaging.

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

6. Safety Standards.

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. 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. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

11. Indemnification.

(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):

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

b) Construction contracts (as defined in Section 725.06, Florida Statutes): Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the

performance of this contract. The provisions 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 Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

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

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

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

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither this contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County.

Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

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

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

17. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply. Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal

history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. Purchase by Other Governmental Agencies.

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

24. Public Records.

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

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

25. Audit Right and Retention Records.

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

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

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

26. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15)

days after Contractor's receipt of a written notice of termination. The County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

27. Special Notice.

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

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

30. Warranties and Guarantees.

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

31. Contractor Evaluation.

The Contract Administrator will document Contractor'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 Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor 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 Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

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

33. Regulatory Capacity.

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

34. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

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

Title:
E-mail:
Telephone No.:

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail for purchase orders:

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ N/A (if service)

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

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

☐ Yes ☐ No

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

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

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

LITIGATION HISTORY FORM

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

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

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

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION

The completed and signed 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 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).

VENDOR NAME

TITLE

DATE

REVISED MAY 1, 2021

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

The completed and signed 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 21.23(f) 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).

VENDOR NAME

TITLE

DATE

Revised May 1, 2021

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

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

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

For Invitations to Bid and Quotation Requests:

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

For Request for Proposals:

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

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

This does not substitute for certification or application for certification.

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

Vendor Name

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

Revised May 1, 2021

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: ☐ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

Insurance Requirements for Purchase Training and Maintenance of Explosives Trace Detection (ETD)

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 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not automatically approved	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 ☐ Personal Injury ☒ mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil	\$ 4 mil
	Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto If applicable *** If delivered by commom carrier no auto liability coverage is necessary	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY ☐ Umbrella Form ☐ Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	[x] STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
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
 320 Terminal Drive, suite 200
 Ft. Lauderdale, Florida 33315

security

Tracy

Digitally signed
by Tracy Meyer

Date Issued

Date: 2021.03.16

Meyer

10:15:55 -04'00'

InsuranceLimitsForm.03 Revised certificate from previous COI

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors**. The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through BidSync.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: _____

Contact Name/Title: _____

E-mail: _____ Phone: _____

Solicitation No.: _____ Solicitation Title: _____

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

Request for Approved Equal:

Manufacturer Offered: _____

Model No./Product: _____

Description of product offered for approved equal:

Product Literature is attached to this form? ☐ Yes ☐ No

For Broward County Use Only

Broward County Response: ☐ Approved ☐ Not Approved

Reasons: _____

REQUESTS FOR APPROVED EQUALS FORM

Potential Vendors may submit for the County's consideration for a determination of approved equal status. Requests for Approved Equals must be submitted on the below form and delivered by email to the Purchasing Agent, no later than date and time listed in **Special Instructions to Vendors**. The County's response to Requests for Approved Equals will be issued by addendum. Do not submit this form through BidSync.

Vendor shall submit with this form any relevant product literature in order to demonstrate that the product meets all the solicitation requirements. County is not obligated to review incomplete requests.

Vendor to complete the following:

Vendor Name: _____

Contact Name/Title: _____

E-mail: _____ Phone: _____

Solicitation No.: _____ Solicitation Title: _____

Request No.: _____ Ref. Page No.: _____ Ref. Specification No.: _____

Specification Requirement from solicitation:

Request for Approved Equal:

Manufacturer Offered: _____

Model No./Product: _____

Description of product offered for approved equal:

Product Literature is attached to this form? ☐ Yes ☐ No

For Broward County Use Only

Broward County Response: ☐ Approved ☐ Not Approved

Reasons: _____

CLX COMPACT TRACE DETECTOR

Detects Explosives



THERMO-REDOX

TRACE DETECTION



CLX is the latest advanced trace detection system for military and home made explosives (including precursors) designed by Scintrex Trace Corp. The instrument can be used at security checkpoints with minimal training. If a threat is present or if it isn't, the security personnel are informed within seconds. It is built to withstand rough handling and tough environments. Samples are collected from contaminated surfaces with a high efficiency swab or with the use of a portable external vapor sampler.

- > Rapid, accurate and easy to read results
- > Lightweight and field-ready
- > No radioactive source

APPLICATIONS:

- > Force Protection
- > Law Enforcement
- > Transportation
- > Critical Infrastructure
- > Customs and Borders
- > High Security Events
- > Royal and Diplomatic Protection
- > Embassies and Consulates

CLX SPECIFICATIONS



Built to withstand rough handling and tough environments, the CLX packs potent detection capability into a light-weight, durable thermoplastic housing. The handheld CLX analyzes both particulates and vapors in seconds, without the need for radioactive isotopes or carrier gases.

A global leader in explosives, chemical and narcotics detection, Scintrex Trace is Autoclear’s Canadian-based trace detection division. Like Autoclear’s flagship X-ray systems, these products deliver unsurpassed accuracy, speed and reliability for detecting the most dangerous and cleverly concealed threats.

SPECIFICATIONS

Detector:	Chemilux - MOS
Analysis Time:	<10 seconds
EXPLOSIVES Detected:	AN, NG, HMX, RDX, TNT, TETRYL, ETN, R-SALT, C4, SEMTEX, TATP, HMTD, HNS, CL-20 UN, ANFO,
Detectable Precursors:	Nitric acid, Perchlorate and chlorate, Sulfur, Hydrogen Peroxide, Picric Acid, Firecracker
Sensitivity:	Particulates: low nanogram Vapors: <10 parts-per-billion (external sampler)
Sample Collection:	Particulates and vapors
Display:	LCD 4.3"; sunlight-readable
Alarms:	Visual, audible and vibration
Power Supply:	External and built-in
Input Voltage:	14.4 V Li-ion
Unit Weight:	1.9 kg (4.2 lbs.) with battery
Unit Dimensions:	25.0 x 17.0 x 8.0 cm (L x W x H) 9.8 x 6.7 x 3.2 in.
Shipping Weight:	TBD
Shipping Dimensions:	TBD
Communication:	USB, Ethernet and Wifi
Data Storage:	More than 1,000 retrievable data records
IP Rating:	IP54



By Autoclear
www.autoclear.com

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+1 973.276.6161
Fax. +1 973.227.0832
info@autoclear.com

Autoclear/Scintrex
300 Parkdale Ave., Ottawa
Ontario, Canada K1Y 1G2
Tel. +1 613.224.1061
Fax. +1 613.224.2603
info@scintrextrace.com

ISO 9001-2015 REGISTERED
2011-2020 © Autoclear, CheckGate®, Control Screening®, Dynavision®, HandWand® and Scintrex® are among our many registered trademarks. All rights reserved. Autoclear reserves the right to update this information presented in this document at any time, without notice.
Manufactured in Canada by Scintrex Trace

SSI NON-DISCLOSURE AGREEMENT
CONDITIONAL ACCESS TO SENSITIVE SECURITY INFORMATION

_____ (“Company”) hereby consents to the terms in this SSI Non-Disclosure Agreement (“Agreement”) in connection with the Fort Lauderdale Hollywood International (FLL) Airport in Broward County, Florida (“Airport”), for solicitation PNC2123288B1, Explosive Trace Detection (ETD), and in consideration of being granted conditional access to certain documents or material containing Sensitive Security Information (“SSI”), as defined in the regulations of the Transportation Security Administration, Department of Homeland Security.

Company understands that the obligations of confidentiality required herein are extraordinary, unique, and vital to the security of Broward County, and SSI documents and material are being provided to Company strictly on a need-to-know basis for the sole purpose of preparing a bid for said solicitation. Therefore, Company agrees to the following terms and conditions:

1. SSI is part of the Airport Security Program, is exempt from Florida Sunshine and Public Records Laws pursuant to Sections 119.071 and 286.0113, Florida Statutes, and unauthorized or willful disclosure of SSI could compromise the security of Fort Lauderdale Hollywood International Airport (“Airport”). Company must therefore handle SSI in accordance with the terms of this Agreement and all applicable federal and state laws, including, but not limited to, 49 Code of Federal Regulations Parts 15 and 1520 and Section 119.071, Florida Statutes.
2. By being granted conditional access to SSI, Company is a covered person as defined in 49 Code of Federal Regulations Parts 15 and 1520, and, therefore, has an affirmative duty to protect SSI by: taking reasonable steps to safeguard SSI in its possession or control from unauthorized disclosure; disclosing or otherwise providing access to SSI only to covered persons who have a need to know, unless otherwise authorized in writing by the Transportation Security Administration (“TSA”), the Coast Guard, or the Secretary of the Department of Transportation (“DOT”); referring requests by other persons for SSI to TSA or the applicable component or agency within DOT or Department of Homeland Security (“DHS”); properly marking and disposing of SSI as specified in 49 Code of Federal Regulations Parts 15 and 1520; properly marking records containing SSI that are not marked in compliance with 49 Code of Federal Regulations Parts 15 and 1520 and inform the sender of the record that the record contains SSI and should be properly marked; and promptly reporting unauthorized disclosure of SSI to the Airport and TSA or applicable DOT or DHS component or agency.
3. Company understands that the terms of this Agreement extend to all employees, consultants, sub consultants, subcontractors, and agents, or prospective workers,

**SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT**

who have a need-to-know, as that term is defined in 49 CFR 1520 et seq. Each of them, by Company's execution of this Agreement, are bound by the terms of this Agreement.

4. Company understands that it is its responsibility to control the access to, handling of, and collection of any SSI distributed to any and all employees, consultants, sub consultants, subcontractors, and agents, or prospective workers and that Company must take affirmative steps to insure that anyone it discloses SSI to is aware of and complies with the terms of this Agreement.
5. In the event any authorized persons or entities to whom Company has disclosed SSI information, ceases to be engaged during the solicitation process, Company shall terminate access to the protected information and notify Broward County of the same in writing. Company shall ensure that all SSI information is relinquished to Company.
6. Until Company is provided with a written release by Broward County from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during Company's period of conditional access, which shall terminate at the conclusion of my contracted services with Broward County, and at all times thereafter.
7. If Company is not selected during the bidding process, Company shall return all SSI documents, information, plans, and materials to Broward County within seven (7) days unless otherwise directed by Broward County to destroy said SSI immediately following the announcement of bid results. To the extent Company has been provided electronic copies of SSI, Company shall destroy them as directed below.
8. Company understands that SSI documents, information, plans, and materials includes, but is not limited to, any notes, photographs, renderings, whether manual or electronic, sketches, scans, or diagrams that may have been made by Company or any other person or entity involved with Company for purposes of preparing the bid for this solicitation.
9. If Company is directed by Broward County to destroy the SSI information, Company understands that it must be done in accordance with the following procedure:

Destruction shall be done by cross-cut shredding hardcopies; and/or physically destroying CDs; deleting and removing files from the electronic recycling bins; removing material from computer hard drives using a "permanent erase utility"

**SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT**

or similar software to prevent any unauthorized retrieval and prevent it from being salvaged or replicated if accessed.

10. A Certificate of Return or Destruction shall be duly executed by Company and submitted to the Contract Administrator, or other person designated by Broward County, within seven (7) days after being notified Company was not selected.
11. If Company violates the terms and conditions of this Agreement, such violation may result in the cancellation of Company's conditional access to SSI. Company further understands the willful or unauthorized disclosure of information to which Company has agreed not to divulge may result in criminal and civil penalties, as well as appropriate corrective action.
12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
13. Company understands that Broward County may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
14. Company 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 Company's negligence, recklessness, or intentionally wrongful conduct, as well as negligent, reckless, or intentionally wrongful conduct of other persons employed or utilized by Company in the performance of any and all projects which require access to SSI as contemplated by this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, Company shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. The undersigned voluntarily assumes all risk and liability for any damage or injury that may occur as a result of unauthorized disclosure in violation of this Agreement, inadvertent or otherwise, and hereby agrees to **release, waive, discharge, and hold harmless Broward County**, its elected officials, officers, agents, and employees from any and all liability or claims that may be sustained as a direct or indirect result of unauthorized disclosure in violation of this Agreement.
15. By granting Company conditional access to information in this context, Broward County does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect

**SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT**

- any SSI to which Company has been given conditional access under the terms of this of this Agreement.
16. Company makes this Agreement in good faith and acknowledges that Company will be bound by each and every term and provision contained herein, including, but not limited to, civil penalty or other action pursuant to Federal and State law.
 17. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COMPANY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

(The remainder of this page is intentionally left blank.)

**SENSITIVE SECURITY INFORMATION
NON-DISCLOSURE AGREEMENT**

BY SIGNING THIS DOCUMENT, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF COMPANY AND I ACKNOWLEDGE THAT WE UNDERSTAND THE REQUIREMENTS OF THIS NON-DISCLOSURE AGREEMENT AND THE CONSEQUENCES OF VIOLATING THE REQUIREMENTS DESCRIBED HEREIN.

Signed this _____ day of _____, 21_____.

(Print Company)

By: _____
(Name and Title)

(Signature)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 21____, by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 21____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:



Finance and Administrative Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors 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 (please see the Cone of Silence Ordinance at the above link for further details).

Question and Answers for Bid #PNC2123288B1 - Explosive Trace Detection (ETD)

Overall Bid Questions

Question 1

1. How application will these ETD be used for? TSA passenger checkpoint, Air cargo, or non TSA employee checkpoint.
2. Per the description section in the item response form under explosive trace detection machine for indoor use it states to see detailed requirements in the specifications and requirements. Unable to location this section please provide this information.
3. In regards to the ETD machine for outdoor use. Would their be covering for the unit? If so, what type of covering? Will there be available power for the unit? Will the unit be relocated or moved often? **(Submitted: May 11, 2022 3:09:56 PM EDT)**

Answer

- 1.1 This information is in the Specifications and Requirements document. Please refer to the Bid Comments Section of the solicitation, Non-Disclosure Agreement (NDA): A Non-Disclosure Agreement for conditional access to Specifications and Requirements must be filled out and submitted to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org, via email. Refer to Special Instructions to Vendors; B. Inspecting and Obtaining Contract Documents.
- 1.2 Please refer to the Bid Comments Section of the solicitation, Non-Disclosure Agreement (NDA): A Non-Disclosure Agreement for conditional access to Specifications and Requirements must be filled out and submitted to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org, via email. Refer to Special Instructions to Vendors; B. Inspecting and Obtaining Contract Documents.
- 1.3 Please refer to Addendum No. 1 **(Answered: May 18, 2022 10:48:55 AM EDT)**

Question 2

- Where can I find the technical requirements for this bid.
Will the ETD need to be IMS technology **(Submitted: May 12, 2022 8:09:00 AM EDT)**

Answer

- This information is in the Specifications and Requirements document. Please refer to the Bid Comments Section of the solicitation, Non-Disclosure Agreement (NDA): A Non-Disclosure Agreement for conditional access to Specifications and Requirements must be filled out and submitted to the Purchasing Agent, Lucho Jaramillo at sajaramillo@broward.org, via email. Refer to Special Instructions to Vendors; B. Inspecting and Obtaining Contract Documents. **(Answered: May 18, 2022 10:48:55 AM EDT)**

**Bid Tabulation Packet
for
Solicitation PNC2123288B1**

Explosive Trace Detection (ETD)

Bid Designation: Public



Broward County Board of County Commissioners

Bid #PNC2123288B1 - Explosive Trace Detection (ETD)Creation Date **Sep 1, 2021**End Date **May 25, 2022 2:00:00 PM EDT**Start Date **May 3, 2022 11:05:23 AM EDT**Awarded Date **Not Yet Awarded**

PNC2123288B1-01-01 Explosive Trace Detection Machine for indoor use.					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Rapiscan Systems	First Offer - \$21,250.00	4 / each	\$85,000.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems, Inc. Warranty Offered: One (1) year warranty on parts and labor from the date of delivery provided by Depot Repair/Return-to-Base Services to correct the error or defect that caused the breach of warranty. Delivery Days after Receipt of Order: 20 weeks Product Offered: HARDENED MOBILETRACE			
Autoclear LLC [Ad]	First Offer - \$24,500.00	4 / each	\$98,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX Scintrex Trace Model # CLX			

PNC2123288B1-01-02 Explosive Trace Detection machine for outdoor use					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Rapiscan Systems	First Offer - \$21,250.00	3 / each	\$63,750.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems, Inc. Warranty Offered: One (1) year warranty on parts and labor from the date of delivery provided by Depot Repair/Return-to-Base Services to correct the error or defect that caused the breach of warranty. Delivery Days after Receipt of Order: 20 weeks Product Offered: HARDENED MOBILETRACE			
Autoclear LLC [Ad]	First Offer - \$24,500.00	3 / each	\$73,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX Scintrex Trace Model # CLX			

PNC2123288B1--01-03 Sample Traps					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$7.50	318 / can	\$2,385.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX Scintrex Trace Model # CLX			
Rapiscan Systems	First Offer - \$55.19	318 / can	\$17,550.42		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems, Inc. Delivery Days after Receipt of Order: 20 weeks Product Offered: Sample Traps			

PNC2123288B1--01-04 Thermal Paper					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	72 / roll	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX No Charges			
Rapiscan Systems	First Offer - \$0.00	72 / roll	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: N/A Delivery Days after Receipt of Order: N/A Product Offered: N/A N/A			

PNC2123288B1--01-05 Sieve canisters with filter					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	84 / canister	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA \$0.00 NO CHARGE The Model # CLX does not utilize Sieve canisters with filters			

Rapiscan Systems	First Offer - \$69.17	84 / canister	\$5,810.28		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems, Inc. Delivery Days after Receipt of Order: 20 weeks Product Offered: MOLECULAR SIEVE, ACTIVATED, TYPE 5A, 8-12 MESH			

PNC2123288B1--01-06 Cotton swabs					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	21 / package	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX The CLX does not utilize cotton swabs \$0.00 NO Charge			
Rapiscan Systems	First Offer - \$20.65	21 / package	\$433.65		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: SWABS, ISOPROPYL ALCOHOL SATURATED, 25 SWABS			

PNC2123288B1--01-07 Alcohol Wipes					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$15.00	21 / box	\$315.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX			
Rapiscan Systems	First Offer - \$23.84	21 / box	\$500.64		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: SUPPLIES, WIPES, 50 INDIVIDUALLY WRAPPED, PRESATURATED, IPA			

PNC2123288B1--01-08 Nitrile gloves					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$15.00	633 / box	\$9,495.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX			
Rapiscan Systems	First Offer - \$42.00	633 / box	\$26,586.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems			

Delivery Days after Receipt of Order: 20 weeks
Product Offered: Nitrile Gloves

PNC2123288B1--01-09 Filter screen

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	12 / each	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA The model # CLX does not utilize filter screens \$0.00 NO Charge			
Rapiscan Systems	First Offer - \$58.96	12 / each	\$707.52		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: CI-PROD ACCES, MEMBRANE KIT, 5 PIECES			

PNC2123288B1--01-10 Replacement fan filters

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	42 / each	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA The model # CLX does not utilize replacement Fan Filters \$0.00 NO Charge			
Rapiscan Systems	First Offer - \$2.05	42 / each	\$86.10		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: FILTER, FAN, 40mm, 30 PPI			

PNC2123288B1--01-11 Power cord

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$9.00	7 / each	\$63.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX			
Rapiscan Systems	First Offer - \$10.17	7 / each	\$71.19		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks			

	Product Offered: POWER CORD, 3 COND, 16AWG 7.5 FT, BLACK, UL
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PNC2123288B1--01-12 Spare Battery

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$120.00	6 / each	\$720.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX			
Rapiscan Systems	First Offer - \$358.05	6 / each	\$2,148.30		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: BATTERY, LI-ION, 14.4V			

PNC2123288B1--01-13 Battery Charger

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$40.00	3 / each	\$120.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX			
Rapiscan Systems	First Offer - \$355.54	3 / each	\$1,066.62		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems Warranty Offered: None Delivery Days after Receipt of Order: 20 weeks Product Offered: ASS'Y_ LI-ION BATTERY CHARGER_ MOBILETRACE/HARDENED MOBILETRACEASS'Y_ LI-ION BATTERY CHARGER_ MOBILETRACE / HARDENED MOBILETRACE			

PNC2123288B1--01-14 Support, Maintenance and Repairs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$390.00	36 / service	\$14,040.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC			
Rapiscan Systems	First Offer - \$2,450.34	36 / service	\$88,212.24		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems			

PNC2123288B1--01-15 Installation

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Autoclear LLC [Ad]	First Offer - \$0.00	21 / service	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC \$0.00 NO Charge Install & training is included on all CLX units			

Rapiscan Systems		First Offer - \$322.00	21 / service	\$6,762.00	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems		

PNC2123288B1-01-16 Training					
Supplier		Unit Price	Qty/Unit	Total Price	Attch. Docs
Autoclear LLC [Ad]		First Offer - \$250.00	9 / session	\$2,250.00	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Manufacturer Offered: Autoclear LLC		
Rapiscan Systems		First Offer - \$16,800.00	9 / session	\$151,200.00	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Manufacturer Offered: Rapiscan Systems		

Supplier Totals

f Autoclear LLC [Ad]		\$200,888.00 (16/16 items)	
Bid Contact	Larry Abrams larrya@autoclear.com Ph 973-276-6000	Address	10A Bloomfield Ave Pine Brook, NJ 07058
Qualifications	SB		
Agency Notes:		Supplier Notes:	Head Attch: 
f Rapiscan Systems		\$449,884.96 (16/16 items)	
Bid Contact	E Fairchild efairchild@rapiscansystems.com Ph 470-845-9206	Address	2805 Columbia Street Torrance, CA 90503
Agency Notes:		Supplier Notes:	Head Attch: 

**

Autoclear LLC

Bid Contact **Larry Abrams**
larrya@autoclear.com
Ph 973-276-6000

Address **10A Bloomfield Ave**
Pine Brook, NJ 07058

Qualifications **SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PNC2123288B1--01-01	Explosive Trace Detection Machine for indoor use.	Supplier Product Code: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX Supplier Notes: Scintrex Trace Model # CLX	First Offer - \$24,500.00	4 / each	\$98,000.00 Y
PNC2123288B1--01-02	Explosive Trace Detection machine for outdoor use	Supplier Product Code: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX Supplier Notes: Scintrex Trace Model # CLX	First Offer - \$24,500.00	3 / each	\$73,500.00 Y

PNC2123288B1--01-03	Sample Traps	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX Supplier Notes: Scintrex Trace Model # CLX	First Offer - \$7.50	318 / can	\$2,385.00	Y
PNC2123288B1--01-04	Thermal Paper	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX Supplier Notes: No Charges	First Offer - \$0.00	72 / roll	\$0.00	Y
PNC2123288B1--01-05	Sieve canisters with filter	Supplier Product Code: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA Supplier Notes: \$0.00 NO CHARGE The Model # CLX does not utilize Sieve canisters with filters	First Offer - \$0.00	84 / canister	\$0.00	Y
PNC2123288B1--01-06	Cotton swabs	Supplier Product	First Offer - \$0.00	21 / package	\$0.00	Y

Code:**Manufacturer****Offered:** Autoclear

LLC

Delivery Days after**Receipt of Order:** 45

days

Product Offered: CLX**Supplier Notes:**The CLX does not
utilize cotton swabs
\$0.00 NO Charge

PNC2123288B1--01-07	Alcohol Wipes	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX	First Offer - \$15.00	21 / box	\$315.00	Y
PNC2123288B1--01-08	Nitrile gloves	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX	First Offer - \$15.00	633 / box	\$9,495.00	Y
PNC2123288B1--01-09	Filter screen	Supplier Product Code: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA Supplier Notes: The model # CLX does not utilize filter screens \$0.00 NO Charge	First Offer - \$0.00	12 / each	\$0.00	Y

PNC2123288B1--01-10	Replacement fan filters	Supplier Product Code: Manufacturer Offered: NA Delivery Days after Receipt of Order: NA Product Offered: NA Supplier Notes: The model # CLX does not utilize replacement Fan Filters \$0.00 NO Charge	First Offer - \$0.00	42 / each	\$0.00	Y
PNC2123288B1--01-11	Power cord	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX	First Offer - \$9.00	7 / each	\$63.00	Y
PNC2123288B1--01-12	Spare Battery	Supplier Product Code: Manufacturer Offered: Autoclear LLC Delivery Days after Receipt of Order: 45 days Product Offered: CLX	First Offer - \$120.00	6 / each	\$720.00	Y
PNC2123288B1--01-13	Battery Charger	Supplier Product Code: Manufacturer Offered: Autoclear LLC Warranty Offered: 3 years Delivery Days after Receipt of Order: 45 days Product Offered: CLX	First Offer - \$40.00	3 / each	\$120.00	Y
PNC2123288B1--01-14	Support, Maintenance and Repairs	Supplier Product Code: Manufacturer	First Offer - \$390.00	36 / service	\$14,040.00	Y

Offered: Autoclear
LLC

PNC2123288B1--01-15	Installation	Supplier Product Code: Manufacturer Offered: Autoclear LLC Supplier Notes: \$0.00 NO Charge Install & training is included on all CLX units	First Offer - \$0.00	21 / service	\$0.00	Y
PNC2123288B1--01-16	Training	Supplier Product Code: Manufacturer Offered: Autoclear LLC	First Offer - \$250.00	9 / session	\$2,250.00	Y
					Supplier Total	\$200,888.00

Supplier: **Autoclear LLC**

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on its response to this solicitation:

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.
- (e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Bids.

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

5. Addenda.

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

6. Prices, Terms, and Payments.

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

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

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

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

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

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(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 to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

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

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of

citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

10. Resolution of Protested Solicitations and Proposed Awards.

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

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

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

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

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

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

11. Public Entity Crimes & Public Business Discrimination.

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

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

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

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

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

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

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

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

17. Contingency Fees.

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

18. 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. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

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

20. Samples.

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

21. "Or Equal" Clause.

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

22. Procurement Code.

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

23. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation 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 do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

3. Invoice and Payment.

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

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

4. Termination.

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. 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.

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. 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. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

11. Indemnification.

(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

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

12. Notice.

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

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

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

with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

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

17. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

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

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. Purchase by Other Governmental Agencies.

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

24. Public Records.

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

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

25. Audit Right and Retention Records.

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

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

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

26. Ownership of Documents.

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

27. Special Notice.

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

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

30. Warranties and Guarantees.

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

31. Contractor Evaluation.

The Contract Administrator will document Contractor'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 Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor 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 Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

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

33. Regulatory Capacity.

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

34. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

Supplier: **Autoclear LLC**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **Autoclear LLC**
2. Doing Business As/Fictitious Name (if applicable): **NA**
3. Federal Employer I.D. no. (FEIN): **22-2964823**
4. Dun and Bradstreet No.: **60-171-6475**
5. Website address (if applicable): **www.autoclear.com**
6. Principal place of business address: **10A Bloomfield Ave Pine Brook NJ
07058**
7. Office location responsible for this project: **10A Bloomfield Ave Pine Brook NJ
07058**
8. Telephone no.: **973-276-6000** Fax no.: **NA**
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:
G Todd Conway
Title: **CEO**
E-mail: **toddc@autoclear.com**
Telephone No.: **973-747-9921**

Name: **G Todd Conway**
Title: **CEO**
E-mail: **toddc@autoclear.com**
Telephone No.: **973-747-9921**
Generic e-mail for purchase orders: **toddc@autoclear.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) **G Todd Conway**
 - 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) **Scintrex Trace Corp**
- b)
- c)
- d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
- ☐ Yes ☒ No
15. Specify the type of services or commodities your firm offers:
- We offer security inspections systems**
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
- 35**
17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- ☒ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchase?
- ☒ Yes ☐ No ☐ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
- ☐ Yes ☒ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- ☒ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.
- ☐ Yes ☒ No

25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing

☐ Yes ☒ No

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

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

Select One:

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

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

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☐ No

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

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

Reference 1:

Scope of Work: **Security X ray scanners**

Contract/Project Title: **State Prisons Security X rays**

Agency: **Florida Dept of Corrections**

Contact Name/Title: **Patrick H. Orsa**
Contact Telephone: **850-717-3242**
Email: '**Orsa, Patrick**' <**Patrick.Orsa@fdc.myflorida.com**>
Contract/Project Dates (Month and Year): **08-2021**
Contract Amount: **\$75,000.00**

Reference 2:

Scope of Work: **Security X ray scanners**
Contract/Project Title: **Arena Security**
Agency: **State Farm Arena Atlanta GA**
Contact Name/Title: **Atlanta Hawks**
Contact Telephone: **470-506-4519**
Email: **andre.watson@hawks.com**
Contract/Project Dates (Month and Year): **04-2021**
Contract Amount: **\$230,000.00**

Reference 3:

Scope of Work: **Security X ray scanners**
Contract/Project Title: **Jasper County Schools Security SC**
Agency: **Marvin Shelsky Metal Detectors**
Contact Name/Title: **Marvin Shelsky**
Contact Telephone: **205-529-1111**
Email: **mshelsky929@gmail.com**
Contract/Project Dates (Month and Year): **02-2022**
Contract Amount: **\$120,000.00**

Revised May 1, 2021

Supplier: **Autoclear LLC**

LITIGATION HISTORY FORM

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

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

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

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Supplier: Autoclear LLC**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

The completed and signed 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 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).

Autoclear/Scintrex Trace
VENDOR NAME

Comptroller
TITLE

5-11-2022
DATE

REVISED MAY 1, 2021

Supplier: **Autoclear LLC**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

The completed and signed 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 21.23(f) 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).

Autoclear/Scintrex Trace
VENDOR NAME

Comptroller
TITLE

5-11-2022
DATE

Revised May 1, 2021

Supplier: **Autoclear LLC**

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

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

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

For Invitations to Bid and Quotation Requests:

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

For Request for Proposals:

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

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

This does not substitute for certification or application for certification.

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

Vendor Name **Autoclear/Scintrex Trace**

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

Revised May 1, 2021

Supplier: **Autoclear LLC**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

Vendor should indicate how product is being delivered: **Fed**

Ex freight

Vendor Name: **Autoclear Scintrex Trace**

Company Vehicle: ☐ Yes or ☒ No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

Supplier: Autoclear LLC



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors 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 (please see the Cone of Silence Ordinance at the above link for further details).

Revised May 1, 2021

Rapiscan Systems

Bid Contact **E Fairchild**
efairchild@rapiscansystems.com
Ph 470-845-9206

Address **2805 Columbia Street**
Torrance, CA 90503

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2123288B1--01-01	Explosive Trace Detection Machine for indoor use.	Supplier Product Code: Manufacturer Offered: Rapiscan Systems, Inc. Warranty Offered: One (1) year warranty on parts and labor from the date of delivery provided by Depot Repair/Return-to-Base Services to correct the error or defect that caused the breach of warranty. Delivery Days after Receipt of Order: 20 weeks Product Offered: HARDENED MOBILETRACE	First Offer - \$21,250.00	4 / each	\$85,000.00	Y Y
PNC2123288B1--01-02	Explosive Trace Detection machine for outdoor use	Supplier Product Code: Manufacturer Offered: Rapiscan Systems, Inc. Warranty Offered: One (1) year warranty on parts and labor from the date of delivery provided by Depot Repair/Return-to-Base Services to correct the error or defect that caused the breach of warranty. Delivery Days after Receipt of Order: 20 weeks Product Offered: HARDENED MOBILETRACE	First Offer - \$21,250.00	3 / each	\$63,750.00	Y Y
PNC2123288B1--01-03	Sample Traps	Supplier Product Code: Manufacturer Offered: Rapiscan Systems, Inc. Delivery Days after Receipt of Order: 20 weeks Product Offered: Sample Traps	First Offer - \$55.19	318 / can	\$17,550.42	Y

PNC2123288B1--01-04	Thermal Paper	Supplier Product Code: Manufacturer Offered: N/A Delivery Days after Receipt of Order: N/A Product Offered: N/A Supplier Notes: N/A	First Offer - \$0.00	72 / roll	\$0.00	Y
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PNC2123288B1--01-05	Sieve canisters with filter	Supplier Product Code: Manufacturer Offered: Rapiscan Systems, Inc. Delivery Days after Receipt of Order: 20 weeks Product Offered: MOLECULAR SIEVE, ACTIVATED, TYPE 5A, 8-12 MESH	First Offer - \$69.17	84 / canister	\$5,810.28	Y
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PNC2123288B1--01-06	Cotton swabs	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: SWABS, ISOPROPYL ALCOHOL SATURATED, 25 SWABS	First Offer - \$20.65	21 / package	\$433.65	Y
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PNC2123288B1--01-07	Alcohol Wipes	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: SUPPLIES, WIPES, 50 INDIVIDUALLY WRAPPED, PRESATURATED, IPA	First Offer - \$23.84	21 / box	\$500.64	Y
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PNC2123288B1--01-08	Nitrile gloves	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: Nitrile Gloves	First Offer - \$42.00	633 / box	\$26,586.00	Y
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PNC2123288B1--01-09	Filter screen	Supplier Product Code: Manufacturer Offered: Rapiscan Systems	First Offer - \$58.96	12 / each	\$707.52	Y
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**Delivery Days after
Receipt of Order:** 20
weeks
Product Offered: CI-
PROD ACCES, MEMBRANE
KIT, 5 PIECES

PNC2123288B1--01-10	Replacement fan filters	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: FILTER, FAN, 40mm, 30 PPI	First Offer - \$2.05	42 / each	\$86.10	Y
PNC2123288B1--01-11	Power cord	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: POWER CORD, 3 COND, 16AWG 7.5 FT, BLACK, UL	First Offer - \$10.17	7 / each	\$71.19	Y
PNC2123288B1--01-12	Spare Battery	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Delivery Days after Receipt of Order: 20 weeks Product Offered: BATTERY, LI-ION, 14.4V	First Offer - \$358.05	6 / each	\$2,148.30	Y
PNC2123288B1--01-13	Battery Charger	Supplier Product Code: Manufacturer Offered: Rapiscan Systems Warranty Offered: None Delivery Days after Receipt of Order: 20 weeks Product Offered: ASS'Y_ LI-ION BATTERY CHARGER_ MOBILETRACE/HARDENED MOBILETRACEASS'Y_ LI- ION BATTERY CHARGER_ MOBILETRACE / HARDENED MOBILETRACE	First Offer - \$355.54	3 / each	\$1,066.62	Y
PNC2123288B1--01-14	Support, Maintenance and Repairs	Supplier Product Code: Manufacturer Offered: Rapiscan Systems	First Offer - \$2,450.34	36 / service	\$88,212.24	Y

PNC2123288B1--01-15	Installation	Supplier Product Code: Manufacturer Offered: Rapiscan Systems	First Offer - \$322.00	21 / service	\$6,762.00	Y
PNC2123288B1--01-16	Training	Supplier Product Code: Manufacturer Offered: Rapiscan Systems	First Offer - \$16,800.00	9 / session	\$151,200.00	Y
					Supplier Total	\$449,884.96

Rapiscan Systems

Item: **Explosive Trace Detection Machine for indoor use.**

Attachments

Datasheet_Hardened_MobileTrace.pdf



HARDENED MOBILETRACE®

THREAT DETECTOR FOR CHALLENGING ENVIRONMENTS

Detects CWAs, TICs, explosives,
precursors, narcotics and taggants

Designed for challenging
environments: extreme temperature,
dust, moisture, salt fog, and rain

Physical shock and vibration resistant

Tested to MIL-STD-810-G and IP54 rated

100% Buy American Act compliant



HARDENED MOBILETRACE® IS BUILT AROUND A CORE OF FIELD-PROVEN EXPLOSIVES AND NARCOTICS DETECTION TECHNOLOGIES, AND DESIGNED FOR THE CHALLENGING ENVIRONMENTS IN WHICH YOU WORK. IT HAS BEEN TESTED TO MILITARY AND GOVERNMENT STANDARDS AND HAS EXPANDED CAPABILITIES FOR DETECTING CHEMICAL WARFARE AGENTS (CWAs) AND TOXIC INDUSTRIAL CHEMICALS (TICs).

We know your missions are different every time and the environments you encounter are tough and unpredictable. Hardened MobileTrace® can help you enhance the safety and success of your mission by screening for explosives, narcotics and other threats, that might otherwise go undetected.

Hardened MobileTrace® was designed to make advanced detection technology easy to use in the field. It is a highly portable and lightweight unit equipped with a daylight-readable touch screen for clear and immediate viewing in all lighting conditions. Users who are familiar with other Rapiscan® Systems products will recognize the straightforward software and instructions found common in the user interface across many of Rapiscan® Systems trace detectors.

DESIGNED FOR CHALLENGING ENVIRONMENTS

Ports and Border.

Military.

Law Enforcement.

RUGGEDIZED

Tested to MIL-STD-810-G.

IP54 Rated.

Temperatures range: -20°C to 55°C (-4°F to 131°F).

Humidity range: 0-95% RH non-condensing.

Salt fog resistant.

Drop and vibration tested.

PORTABLE

Lightweight.

Two batteries for up to six hours of operation.

Internal back up batteries for "hot swap" ability.

EXPANDED SUBSTANCE DETECTION

Tested and verified at government and third-party labs.

CWAs library: blood, blister, nerve.

TICs library: chlorides, cyanides, acids and ammonias.

EASY TO USE

Daylight readable touch screen (800 NIT).

Simple user interface and intuitive menus.

E-mail, and field service engineer technical support and troubleshooting 24/7.

Ergonomically designed for PPE operation.

ACCURATE

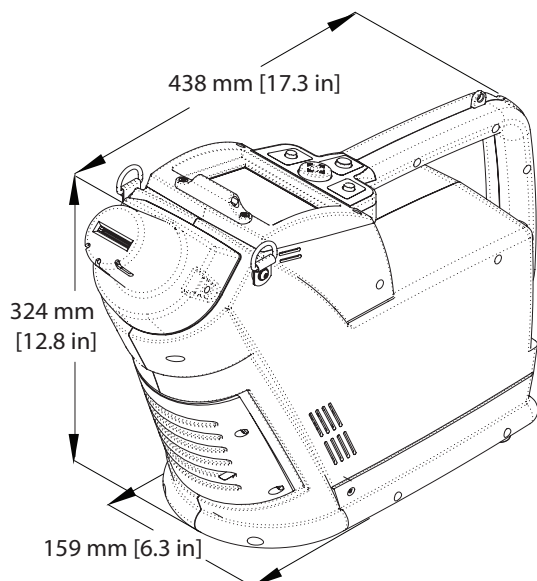
False alarm rates <2%.

Results verified at third-party laboratories.

sales@rapiscansystems.com
www.rapiscansystems.com

HARDENED MOBILETRACE®

Rapiscan®
systems
An OSI Systems Company



PHYSICAL SPECIFICATIONS

Dimensions:	Length: 438 mm (17.3 in.) Width: 159 mm (6.3 in.) Height: 324 mm (12.8 in.)
Weight (Approx.):	Net: 5.4 Kg (12 lbs) with battery

TECHNICAL SPECIFICATIONS

Detector Type:	Ion Trap Mobility Spectrometer (ITMS™); Nickel 63, 10 millicurie (370 MBq) strength
Analysis Time:	Less than 12 seconds
Sample Acquisition:	Particle swipe or vapor sampling
Warmup Time (Cold Start):	24 hours/ 30 minutes
Operating Temperature:	-20 to 55°C (-4 to 131°F)
Power:	115/230 VAC, 50/60 Hz External AC to DC power supply, DC vehicle power adapter, and main battery
Computer:	Windows® CE 5.0, 1 GB compact flash disk
Display:	3.5 in. (8.9 cm); color LCD, 800 NIT
Detection Modes:	Explosives, narcotics, TICs, CWAs
Environmental:	IP54, MIL-STD-810-G: resistant to blowing dust, rain, salt fog, vibration, physical shock

With continual development of our products Rapiscan® Systems reserves the right to amend specifications without notice. Product pictures are for general reference. Please note that due to US laws and regulations, not all Rapiscan® products are available for sale in all countries without restriction. Please contact your Rapiscan® Systems sales representative for more information.



Rapiscan® Systems is ISO 9001:2008 Certified

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Tel: +44 (0) 870-7774301
Fax: +44 (0) 870-7774302

ASIA

240 Macpherson Road
#07-01 Pines Industrial Building
Singapore
348574
SINGAPORE
Tel: +65-6846-3511
Fax: +65-6743-9915

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Rapiscan Systems

Item: **Explosive Trace Detection machine for outdoor use**

Attachments

Datasheet_Hardened_MobileTrace.pdf



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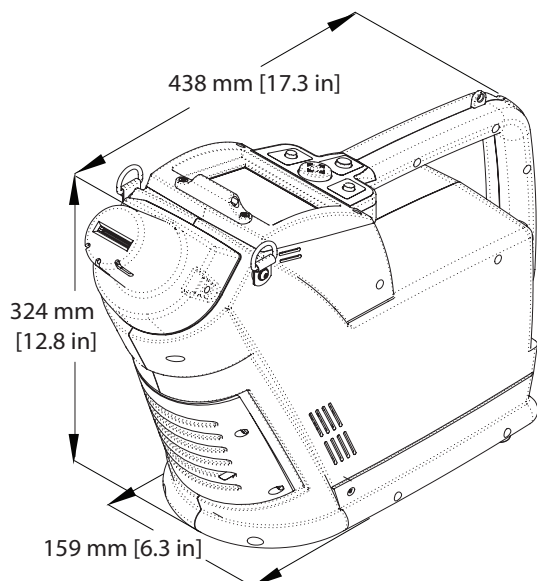
False alarm rates <2%.

Results verified at third-party laboratories.

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HARDENED MOBILETRACE®

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systems
An OSI Systems Company



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Fax: +65-6743-9915

sales@rapiscansystems.com
www.rapiscansystems.com

Supplier: Rapiscan Systems

GENERAL CONDITIONS Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on its response to this solicitation:

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.
- (e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Bids.

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

5. Addenda.

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

6. Prices, Terms, and Payments.

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

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

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

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

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

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(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 to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

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

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of

citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

10. Resolution of Protested Solicitations and Proposed Awards.

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

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

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

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

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

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

11. Public Entity Crimes & Public Business Discrimination.

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

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

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

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

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

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

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

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

17. Contingency Fees.

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

18. 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. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

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

20. Samples.

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

21. "Or Equal" Clause.

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

22. Procurement Code.

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

23. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation 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 do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

3. Invoice and Payment.

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

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

4. Termination.

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. 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.

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. 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. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

11. Indemnification.

(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

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

12. Notice.

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

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

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

with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

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

17. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

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

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. Purchase by Other Governmental Agencies.

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

24. Public Records.

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

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

25. Audit Right and Retention Records.

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

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

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

26. Ownership of Documents.

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

27. Special Notice.

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

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

30. Warranties and Guarantees.

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

31. Contractor Evaluation.

The Contract Administrator will document Contractor'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 Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor 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 Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

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

33. Regulatory Capacity.

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

34. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

Supplier: **Rapiscan Systems**

VENDOR QUESTIONNAIRE Quotations and Invitations for Bids

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

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

1. Legal business name: **Rapiscan Systems, Inc.**
2. Doing Business As/Fictitious Name (if applicable): **N/A**
3. Federal Employer I.D. no. (FEIN): **95-4413488**
4. Dun and Bradstreet No.: **802315069**
5. Website address (if applicable): **www.rapiscansystems.com**
6. Principal place of business address: **2805 Columbia Street, Torrance, CA
90503**
7. Office location responsible for this project: **2805 Columbia Street, Torrance, CA
90503**

8. Telephone no.: **310-978-1457** Fax no.: **310-349-2491**

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:

Parineeta Dumra

Title: **Contracts Manager**

E-mail: **pdumra@rapiscansystems.com**

Telephone No.: **571-294-6677**

Name: **El-Jay Fairchild**

Title: **Sr. Account Manager Aviation - East**

E-mail: **efairchild@rapiscansystems.com**

Telephone No.: **470.845.9206**

Generic e-mail for purchase orders: **RapCSCallCeneter@rapiscansystems.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) **Deepak Chopra**
- b) **Alan Edrick**
- c) **Victor Sze**
- 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 primeVendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
a) **N/A. To the best of our knowledge.**
b)
c)
d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
☒ Yes ☐ No
15. Specify the type of services or commodities your firm offers:
Manufacturing, assembly, installation, commissioning, site acceptance
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
38
17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
☒ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchase?
☒ Yes ☐ No ☐ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
☐ Yes ☒ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
☒ Yes ☐ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
☐ Yes ☒ No
22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
☐ Yes ☒ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
☒ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.
☒ Yes ☐ No

25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing

☐ Yes ☒ No

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

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

Select One:

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

Rapiscan Systems, Inc. has numerous large service contract offerings with U.S. Government Agencies, Department of Defense, Commercial Organizations, State and Local Municipalities. We manufacture products for Baggage and Parcel Inspection (BPI), Cargo and Vehicle Inspection (CVI), Hold Baggage Screening (HBS), Trace Detection (TD), Radiation Detection Technologies and People Screening (PS). Through acquisition of Herbert Systems Ltd., we provide Tray Return Systems (TRS) and complete check lane design. Since inception, we have shipped & supported over 100,000 products to more than 170 countries. From baggage and parcel inspection systems and metal detectors, to automated explosive detection systems, radiation detection systems, air cargo screening solutions and container / vehicle inspection systems, entry & access control equipment & solutions. Our expansive product portfolio, managed services, mission support offerings and professional consultants have afforded a varied customer portfolio the perfect security solution for their needs. Our systems, managed services & solutions are in use at airports, government and corporate buildings, correctional and prison facilities, postal facilities, military bases/zones, sea ports and border crossings. Our reference list below identifies just a few of our customers who utilize our acquisition and service offerings to meet the varied security requirements of their respective organization.

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

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☒ No

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

General tools, test equipment and computers for our service technicians.

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

Reference 1:

Scope of Work: **Hand-held device (52 pcs) for detecting and identifying microscopic traces of explosives and drugs by the method of excluding particulate and / or evaporation samples on objects, luggage, surfaces, vehicle parts, containers, including the analysis of a wider area for the detection of chemical poisons and industrial toxic compounds.**

Contract/Project Title: **PROCUREMENT OF EXPLOSIVE AND DRUG DETECTORS SCHENGEN FACILITY FUND**

Agency: **Ministry of Interior, Border Police, Republic of Croatia**

Contact Name/Title: **Dubravko Golubić**

Contact Telephone: **+385 1 4887 215**

Email: **dgolubic3@mup.hr**

Contract/Project Dates (Month and Year): **September, 2015**

Contract Amount: **1,500,000.00 EUR**

Reference 2:

Scope of Work: **Provision, Delivery and 24 months ongoing comprehensive Maintenance services of 69 Rapiscan Hardened Mobile Trace units. Decommissioning of existing 65 HMT units.**

Contract/Project Title: **980036-TechPanel-20/21**

Agency: **Department of Home Affairs**

Contact Name/Title: **Dean Stoka**

Contact Telephone: **+61 2 6198 7323**

Email: **TDRProcurement@homeaffairs.gov**

Contract/Project Dates (Month and Year): **March 2022**

Contract Amount: **2M USD**

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

Supplier: Rapiscan Systems

LITIGATION HISTORY FORM

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

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

☒ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type)

☐ Parent Company

☐ Subsidiary

☐ Predecessor Firm

☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐

Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Supplier: Rapiscan Systems**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

The completed and signed 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 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).

Rapiscan Systems, Inc.
VENDOR NAME

Parineeta Dumra, Contracts Manager
TITLE

5/25/2022
DATE

REVISED MAY 1, 2021

Supplier: Rapiscan Systems

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

The completed and signed 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 21.23(f) 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).

Rapiscan Systems, Inc.
VENDOR NAME

Parineeta Dumra, Contracts Manager
TITLE

5/25/2022
DATE

Revised May 1, 2021

Supplier: **Rapiscan Systems**

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

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

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

For Invitations to Bid and Quotation Requests:

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

For Request for Proposals:

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

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

This does not substitute for certification or application for certification.

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

Vendor Name **Rapiscan Systems, Inc.**

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

Revised May 1, 2021

Supplier: **Rapiscan Systems**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

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

Vendor should indicate how product is being

delivered: **Rapiscan Systems, Inc.**

Vendor Name: **Rapiscan Systems, Inc.**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier): **n/a**

Other: **n/a**

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

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

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

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

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

Revised May 1, 2021

Supplier: Rapiscan Systems



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors 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 (please see the Cone of Silence Ordinance at the above link for further details).

Revised May 1, 2021



Finance and Administration Services Department

PURCHASING DIVISION

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | broward.org/Purchasing

AWARD/REJECTION AUTHORITY MEMORANDUM

PNC2123288B1 – Explosive Trace Detection (ETD)

☒ **RECOMMENDATION FOR AWARD**

Vendor(s): Auto Clear, L.L.C., 0000001684

Contract Type: ☐ Fixed ^[1] ☒ Open-End

Basis of Award: ☒ Low ☐ Responsive ☐ Responsible
☐ Split ^[2] ☐ Multiple ^[3] ☐ Single ^[4]

Initial Three-Year Term Award Amount: \$200,888.00

Potential Five-Year Award Amount: \$259,664.00

AWARD JUSTIFICATION

☒ Price Analysis ☐ Clarification ☐ Waiver ^[5]

☐ **RECOMMENDATION TO REJECT** ^[6]

Vendor(s):

REJECT JUSTIFICATION

- ☐ Does not meet specifications:
☐ Single Bidder: pricing not fair/reasonable
☐ Non-responsive (did not conform to any/all material aspects of solicitation):
☐ Non-responsive:
☐ Other Reason:

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

Initial Term ^[7]: Date of award – Three years from that date

Number of Renewal Option(s): Two, one-year renewal years

Potential Contract Duration: Five years

Note: Term shall begin on date of award.

P-CARD

Vendor(s)

Autoclear, LLC Accepts:

☐ Yes ☒ No

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

² Award different line item or group to more than one Bidder.

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

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

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

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

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

ADDITIONAL INFORMATION

The purpose of this solicitation is to provide Explosive Trace Detection (ETD) machines for the Broward County Aviation Department.

The Office of Economic and Small Business Development (OESBD) did not assign Small Business Enterprise (SBE) or County Business Enterprises (CBE) goals for this solicitation. Procurement Preference is not applicable to this solicitation. None of the firms are SBE or CBE certified. See email attached.

The bid posted on May 3, 2022 and opened on May 25, 2022.

The Aviation Department has reviewed the bid submitted by Auto Clear, L.L.C., and concur with the recommendation for award. One vendor performance evaluation was completed for Auto Clear, L.L.C. The firm has a performance rating of 5.0 out of possible rating of 5.0.

The initial contract period shall begin on date of award and will terminate three-years from that date.

SOLICITATION METHOD

☒ Invitation for Bid ☐ Request for Quote
☐ Emergency ^[4] ☐ Piggyback ^[4]

☐ Sole Brand ^[4] ☐ Sole Source ^[4]

☐ Most Reasonable Source ^[3]

Date Notice posted: *[Insert Date]

(*Applies to Sole Brand, Sole Source and/or Most Reasonable Source)

Responses: Yes ☐ No ☐

(If Yes, Director of Purchasing and/or Designee final Designation Date):

*[Insert Date]

☐ Standardized by:

☐ Board: [Insert Date & Item No.]

☐ Director of Purchasing: [Insert Date]

SOLICITATION INFORMATION

Client Agency: BCAD

Requisition ID: AVA0001834

Folder No: 2123288

Posted on: May 3, 2022

Opened on: May 25, 2022

Number of Responses: 2

Number of Declinations: 0

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

OESBD has reviewed this solicitation and determined:

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

responsive and responsible bidder under the OESBD provisions of this contract.

- ☒ It should be solicited to open market with no assigned goals.
- ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation.

WHAT APPROVAL ACCOMPLISHES ^[8]

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

APPROVAL WORKFLOW

Purchasing Agent	Purchasing Manager	Asst. Director of Purchasing	Director of Purchasing
☒ Required	☒ Required	☐ Required	☐ Required
☐ N/A	☐ N/A	☒ N/A	☒ N/A

APPROVAL AUTHORITY

Purchasing Agent:

☒ APPROVE ☐ DISAPPROVE

Purchasing Manager:

☐ APPROVE ☐ DISAPPROVE

Purchasing Agent (Signature & Date)

Purchasing Manager (Signature & Date)

Assistant Director of Purchasing:

☐ APPROVE ☐ DISAPPROVE

Director of Purchasing:

☐ APPROVE ☐ DISAPPROVE

Assistant Director of Purchasing (Signature & Date)

Director of Purchasing (Signature & Date)

⁸ The Award Rejection Authority Memorandum must be signed by the appropriate authority prior to Recommendation for Award (RFA) posting in accordance with Memorandum Sequence No. 21-03.

ATTACHMENTS

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

Bid Tabulation
 Bid #PNC2123288B1
 Explosive Trace Detection (ETD)

Bid Start Date: May 3, 2022
 Bid End Date: May 25, 2022
 Responses: 2

				Autoclear LLC		Rapiscan Systems	
Item #	Item	Qty	Unit	Price	Total	Price	Total
PNC2123288B1-01	Explosive Trace Detection Machine for indoor use.	4	each	\$24,500	\$98,000	\$21,250	\$85,000
PNC2123288B1-02	Explosive Trace Detection machine for outdoor use	3	each	\$24,500	\$73,500	\$21,250	\$63,750
PNC2123288B1-03	Sample Traps	318	can	\$7.50	\$2,385	\$55.19	\$17,550.42
PNC2123288B1-04	Thermal Paper	72	roll	0	0	0	0
PNC2123288B1-05	Sieve canisters with filt	84	canister	0	0	\$69.17	\$5,810.28
PNC2123288B1-06	Cotton swabs	21	package	0	0	\$20.65	\$433.65
PNC2123288B1-07	Alcohol Wipes	21	box	\$15	\$315	\$23.84	\$500.64
PNC2123288B1-08	Nitrile gloves	633	box	\$15	\$9,495	\$42	\$26,586
PNC2123288B1-09	Filter screen	12	each	0	0	\$58.96	\$707.52
PNC2123288B1-10	Replacement fan filters	42	each	0	0	\$2.05	\$86.10
PNC2123288B1-11	Power cord	7	each	\$9	\$63	\$10.17	\$71.19
PNC2123288B1-12	Spare Battery	6	each	\$120	\$720	\$358.05	\$2,148.30
PNC2123288B1-13	Battery Charger	3	each	\$40	\$120	\$355.54	\$1,066.62
PNC2123288B1-14	Support Maintenance a	36	service	\$390	\$14,040	\$2,450.34	\$88,212.24
PNC2123288B1-15	Installation	21	service	0	0	\$322	\$6,762
PNC2123288B1-16	Training	9	session	\$250	\$2,250	\$16,800	\$151,200
Total					\$200,888		\$449,885



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

MEMORANDUM

DATE: June 7, 2021

TO: Nicholas Bryant, Contracts/ Grants Administrator
Broward County Aviation Department

THRU: Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

FROM: Maribel Feliciano, Assistant Director
Office of Economic and Small Business Development

SUBJECT: No County Business Enterprise (CBE) Goal for Explosive Trace Detection (ETD)

The Broward County Aviation Department is seeking a vendor to provide Explosive Trace Detection (ETD) materials to the Fort Lauderdale-Hollywood International Airport (FLL). Due to the sensitive information, specialty equipment, and strict training involved, the successful vendor must be among those pre-approved by the Transportation Security Administration (TSA) to provide ETD materials. Currently, the firms on the pre-approved list of ETD providers are not CBE-certified. Therefore, consistent with the Broward County Business Opportunity Act of 2012, as amended, (the Act) Sec. 1-81.3(a)(1), no CBE goal is applicable for this project. According to Sec. 1-81.10(a)(1) of the Act, if a responsive, responsible bid is received from a certified CBE firm that is within ten percent (10%) of the lowest bid received from a non-CBE firm, the CBE shall be offered the opportunity to match the lowest bid.

This service **is not** subject to the Broward County Workforce Investment Program.

This service **is not** subject to the Broward County Construction Apprenticeship Program.

Eligibility for the CBE program is based on economic size standards; the program does not utilize race or gender criteria for either certification or goal methodology purposes. CBE goals are based on an examination of the scope of work and cost estimate as submitted to the Office of Economic and Small Business Development by the Using Agency.

If you have any concerns regarding available subcontracting opportunities, please contact our office at (954) 357-6400.

cc: Donna-Ann Knapp, Small Business Development Specialist, BCAD/OESBD



TO: Lucho Jaramillo, Purchasing Agent
Purchasing Division
FROM: Nicholas Bryant
Broward County Aviation Department
SUBJECT: Solicitation No.: PNC2123288B1
Explosive Trace Detection (ETD)

Recommended Vendor: Autoclear, LLC

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

Initial Award Amount: \$ 200,888.00

Potential Total Amount: \$ 259,664.00

Initial Contract Term: Three Years

Contract Term, including Renewals: Two Years

CONCURRENCE:

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

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

- ☐ I am satisfied with the Vendor's financial background and/or rating and payment performance.
☒ Not applicable Not necessary for a predominantly commodity-based purchase.

LITIGATION HISTORY: (check one)

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

PAST PERFORMANCE: (check all that apply)

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

- ☐ Vendor received an overall rating ≥ 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 ContractsCentral.

AND

- ☒ Reference Verification Forms are attached.

OR

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

NON-CONCURRENCE:

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

TYPED NAME OF SIGNER: Nicholas Bryant
(Individual authorized to administer the contract.)

TITLE: Contract/Grant Administrator

SIGNATURE: Nicholas Bryant Digitally signed by Nicholas Bryant
Date: 2022.07.12 08:05:52 -04'00' DATE: 7/12/22



Vendor Reference Verification Form

Broward County Solicitation No. and Title: PNC2123288B1 - Explosive Trace Detection (ETD)

Reference for: (Name of Firm) Autoclear LLC

Organization/Firm Name providing reference: CSI Dynamics

Contact Name/Title: Francisco Cordova

Contact E-mail: fcordova@csidynamics.com

Contact Phone: 52 4777.755.0737

Name of Referenced Project: Scintrex CLX

Contract No.

Contract Amount:

Date Services Provided:

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

Vendor's role in Project: ☒ Prime Vendor ☐ Sub-consultant/Sub-contractor

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

Description of services provided by Vendor:

Vendor provided the CLX explosive trace detection systems around the end of 2021. Quick delivery of parts, great technical support, and reliable, excellent service.

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service

a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐

2. Vendor's Organization

a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Turnover	☐	☐	☐	☒

3. Timeliness of:

a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name: Nicholas Bryant

Division/Department: Aviation/Security

Title: Contract/Grant Administrator

Date of Verification: July 05, 2022



Vendor Reference Verification Form

Broward County Solicitation No. and Title: PNC2123288B1 - Explosive Trace Detection (ETD)

Reference for: (Name of Firm) Autoclear LLC

Organization/Firm Name providing reference: Detection Pros

Contact Name/Title: Eduardo Steinbauer

Contact E-mail: edward@etectionpros.com

Contact Phone: 720-722-3830

Name of Referenced Project: Scintrex CLX

Contract No.

Contract Amount:

Date Services Provided:

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

Vendor's role in Project: ☒ Prime Vendor ☐ Sub-consultant/Sub-contractor

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

Description of services provided by Vendor:

Vendor provided CLX explosive trace detection devices with very good service. Fast delivery of replacement unit while a malfunctioning one was being worked on. Good after-sale support and robust machines.

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service

a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐

2. Vendor's Organization

a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Turnover	☐	☐	☐	☒

3. Timeliness of:

a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name: Nicholas Bryant

Division/Department: Aviation/Security

Title: Contract/Grant Administrator

Date of Verification: July 05, 2022



Vendor Reference Verification Form

Broward County Solicitation No. and Title: PNC2123288B1 - Explosive Trace Detection (ETD)

Reference for: (Name of Firm) Autoclear LLC

Organization/Firm Name providing reference: TAR Ideal

Contact Name/Title: Hagay Abramovitz

Contact E-mail: hagay@tarideal.com

Contact Phone: 972 3 692 4564 ext 116

Name of Referenced Project: Scintrex CLX

Contract No. PO18000609

Contract Amount: \$896,160

Date Services Provided: 10/25/2018 to 10/25/2019

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

Vendor's role in Project: ☒ Prime Vendor ☐ Sub-consultant/Sub-contractor

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

Description of services provided by Vendor:

Through TAR, Autoclear supplied Scintrex CLX devices to clients in Africa and Southeast Asia. Met high standards and passed meticulous tests. Autoclear provided timely and professional response when requested.

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service

a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐

2. Vendor's Organization

a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Turnover	☐	☐	☐	☒

3. Timeliness of:

a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name: Nicholas Bryant

Division/Department: Aviation/Security

Title: Contract/Grant Administrator

Date of Verification: July 05, 2022

Bid No. PNC2123288B1
Explosive Trace Detection (ETD)
Agency: Aviation Department
Purchasing Agent: Lucho Jaramillo

Date Bid Posted: May 20, 2022
Bid Opened: June 1, 2022
Bid Submittals: 2
Declinations: 0

Item	Description	Qty	Autoclear, LLC		Rapiscan Systems		Cost Estimate	
			Price	Total	Price	Total	Price	Percentage difference from recommended bidder unit price
PNC2123288B1-01	Explosive Trace Detection Machine for indoor use	4	\$24,500	\$98,000	\$21,250	\$85,000	\$23,000	6.5%
PNC2123288B1-02	Explosive Trace Detection machine for outdoor use	3	\$24,500	\$73,500	\$21,250	\$63,750	\$23,000	6.5%
PNC2123288B1-03	Sample Traps	318	\$7.50	\$2,385	\$55.19	\$17,550.42	\$113	-93.4%
PNC2123288B1-04	Thermal Paper	72	0	0	0	0	\$6	-100.0%
PNC2123288B1-05	Sieve canisters with filter	84	0	0	\$69.17	\$5,810.28	\$347	-100.0%
PNC2123288B1-06	Cotton swabs	21	0	0	\$20.65	\$433.65	\$6	-100.0%
PNC2123288B1-07	Alcohol Wipes	21	\$15	\$315	\$23.84	\$500.64	\$16	-6.3%
PNC2123288B1-08	Nitrile gloves	633	\$15	\$9,495	\$42	\$26,586	\$12	25.0%
PNC2123288B1-09	Filter screen	12	0	0	\$58.96	\$707.52	\$2	-100.0%
PNC2123288B1-10	Replacement fan filters	42	0	0	\$2.05	\$86.10	\$8	-100.0%
PNC2123288B1-11	Power cord	7	\$9	\$63	\$10.17	\$71.19	Blank	Blank
PNC2123288B1-12	Spare Battery	6	\$120	\$720	\$358.05	\$2,148.30	Blank	Blank
PNC2123288B1-13	Battery Charger	3	\$40	\$120	\$355.54	\$1,066.62	Blank	Blank
PNC2123288B1-14	Support Maintenance and Repairs	36	\$390	\$14,040	\$2,450.34	\$88,212.24	Blank	Blank
PNC2123288B1-15	Installation	21	0	0	\$322	\$6,762	\$600	-100.0%
PNC2123288B1-16	Training	9	\$250	\$2,250	\$16,800	\$151,200	\$3,711	-93.3%
Total	3-Year Initial Amount			\$200,888		\$449,884.96		
Total 5-Year Potential Amount				\$259,664				

Line one and line two make up 85% of the 3-year initial term amount. Prices for the ETD machines are fair and reasonable in comparison to the cost estimate. BCAD does not intend to purchase new ETD Machines during the renewal years. BCAD will not be purchasing ETD machines during the renewal terms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Verona Insurance Agency 110 Stevens Avenue PO Box 377 Little Falls NJ 07424	CONTACT NAME: Edward J Shaara PHONE (A/C, No, Ext): (973) 785-3700 FAX (A/C, No): (973) 785-8702 E-MAIL ADDRESS: help@veronainurance.com
INSURED Autoclear, LLC 10A Bloomfield Avenue Pine Brook NJ 07058	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Preferred Mutual Insurance Company INSURER C: Merchants Mutual Insurance Company INSURER D: The Charter Oak Fire Insurance Company INSURER E: Evanston Insurance Company INSURER F:

Tracy Meyer
Digitally signed by Tracy Meyer
Date: 2022.07.13 10:52:20 -04'00'

COVERAGES **CERTIFICATE NUMBER:** CL1932701780 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO-087530	03/30/2022	03/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PCA0100715937	08/23/2021	08/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP0002634	03/30/2022	03/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB3K768578	03/02/2022	03/02/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	POLLUTION LIABILITY (PREMISES) \$10,000 SELF-INSURED RETENTION			MKLV7ENV102214-0	11/05/2021	11/05/2022	GENERAL AGGREGATE 2,000,000 EACH POLLUTION CON 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Broward County is included as Additional Insured per written contract per form CG 20 26 04 13.

CERTIFICATE HOLDER

CANCELLATION

Broward County
320 Terminal Drive, Suite 200

Fort Lauderdale

FL 33315

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.