



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

OPN2124447B1 – Baggage Scale Maintenance and Repair Services, and Purchase of Scales

☒ **RECOMMENDATION FOR AWARD**

Vendor(s): Scale Calibrators, LLC., 0000013116

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

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

Initial 3-Year Term Award Amount: \$96,705

Breakdown of Initial Award Amount:

\$33,705	Vendor Bid
\$9,000	Allowance – Parts
\$6,000	Allowance – Freight/Shipping
<u>+\$48,000</u>	Value of Discount Off Catalog
\$96,705	Initial Award Amount

Potential Five-Year Award Amount: \$161,175

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): [Identify area]
- ☐ Non-responsive: [Identify area]
- ☐ Other Reason: [Insert brief description, reference justification included]

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

Initial Term ^[7]: 9/5/2022 – 9/4/2025 Number of Renewal Option(s): Two

Potential Contract Duration: Five Years

Note: Term shall begin on September 5, 2022.

P-CARD

Vendor(s)

Scale Calibrators, 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 contract is to provide Baggage Scale Maintenance and Repairs, and Purchase of Baggage Scales for the Broward County Aviation Department.

The Office of Economic and Small Business Development (OESBD) did not assign Small Business Enterprises (SBE) or County Business Enterprises (CBE) goals for this solicitation. This solicitation was reviewed for Procurement Preference for Broward County Small Business Enterprises and County Business Enterprises. None of the vendors were SBE or CBE. See attached email correspondence from OESBD.

The Aviation Department has reviewed the bid submitted by Scale Calibrators, LLC., and concurs with the recommendation for award. There are no vendor performance evaluations for Scale Calibrators, LLC.

The bid posted on May 20, 2022 and opened on June 1, 2022.

Incumbent: Scalemen of Florida, Inc.; Contract No. OPN2118500Q1, Baggage Scale Maintenance & Repair Services, and Purchase of Baggage Scales; Contract Term: September 5, 2019 through September 4, 2022, Expenditures to date: \$43,402.00.

The Purchasing Division has reviewed the prices submitted by the recommended bidder, Scale Calibrators, LLC. The prices offered for this contract were compared to the previously awarded contract and determined to be fair and reasonable.

The initial contract period shall begin on September 5, 2022.

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: Aviation Department

Requisition ID: AVM0006996

Folder No: 2124447B1

Posted on: May 20, 2022

Opened on: June 1, 2022

Number of Responses: 4

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 responsive and responsible bidder under the OESBD provisions of this contract. | ☐ This project has been designated a sole source/sole brand, or reasonable sole source/brand, therefore, this project is not subject to the OESBD requirements. |
| ☒ It should be solicited to open market with no assigned goals. | ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation. |

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

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.

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)**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 #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and Purchase of ScalesCreation Date **Apr 21, 2022**End Date **Jun 1, 2022 2:00:00 PM EDT**Start Date **May 20, 2022 5:04:26 PM EDT**Awarded Date **Not Yet Awarded**

OPN2124447B1--01-01 Group A - Quarterly preventative maintenance, inspection, calibration & cert...					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Scale Calibrators, LLC	First Offer - \$16.00	1260 / each	\$20,160.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1			
Cardinal Scale Mfg. Co.	First Offer - \$17.00	1260 / each	\$21,420.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4			
Scalemen of Florida Inc [Ad]	First Offer - \$18.00	1260 / each	\$22,680.00		Y
Product Code: Agency Notes:		Supplier Product Code: Preventive Maintenance Supplier Notes: Response time in hours for Maintenance & Repairs: 12-24 hours Scalemen of Florida did not raise and 90 PM. Did not raise my price for 90 day Pm contract.			
Pemica, Inc.	First Offer - \$34.47	1260 / each	\$43,432.20		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 24-48 HRS			

OPN2124447B1--01-02 Group A - Scale repair and calibration Service outside of PM services. Weekdays					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Pemica, Inc.	First Offer - \$74.44	99 / hour	\$7,369.56		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 24-48 HRS			
Cardinal Scale Mfg. Co.	First Offer - \$100.00	99 / hour	\$9,900.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4			
Scale Calibrators, LLC	First Offer - \$105.00	99 / hour	\$10,395.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1			
Scalemen of Florida Inc [Ad]	First Offer - \$110.00	99 / hour	\$10,890.00		Y
Product Code: Agency Notes:		Supplier Product Code: Scale Repair /calibration Supplier Notes: Response time in hours for Maintenance & Repairs: 12-24 hours			

OPN2124447B1--01-03 Group A - Emergency Onsite Service						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Cardinal Scale Mfg. Co.	First Offer - \$105.00	30 / hour	\$3,150.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4				
Scale Calibrators, LLC	First Offer - \$105.00	30 / hour	\$3,150.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1				
Scalemen of Florida Inc [Ad]	First Offer - \$110.00	30 / hour	\$3,300.00		Y	
Product Code: Agency Notes:		Supplier Product Code: emergency Service Supplier Notes: Response time in hours for Maintenance & Repairs: 6-8 hours				
Pemica, Inc.	First Offer - \$200.00	30 / hour	\$6,000.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4 HRS				

OPN2124447B1--01-04 Group B-Discount from List/Catalog Price Passenger Baggage Weighting Electronic						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Scalemen of Florida Inc [Ad]	First Offer - 15.00%	1 / contract	15.00%	Y	Y	
Product Code: Agency Notes:		Supplier Product Code: MD64-2424 Supplier Notes: Manufacturer Offered: Pennsylvania Scale Model Number Offered: Model 64 Warranty Offered: 2 years These are same scales we sold before to airport.				
Pemica, Inc.	First Offer - 10.00%	1 / contract	10.00%	Y	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: PENNSYLVANIA SCALE COMPANY Model Number Offered: MODEL 64 Warranty Offered: 2 Years PENNSYLVANIA SCALE COMPANY MODEL 64 24"x24" Platform 500 lbs Capacity				
Scale Calibrators, LLC	First Offer - 10.00%	1 / contract	10.00%		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rice Lake Model Number Offered: Pennsylvania Warranty Offered: Triner				
Cardinal Scale Mfg. Co.	First Offer - 0.50%	1 / contract	0.50%		Y	
Product Code:		Supplier Product Code:				

Agency Notes:

Supplier Notes: Manufacturer Offered: Pennsylvania
Model Number Offered: 64-2424
Warranty Offered: 2 years

Supplier Totals

f Scale Calibrators, LLC		\$33,705.00 (4/4 items)
Bid Contact	Jannel Evora sales@scalecalibrators.com Ph 786-546-6509	Address 16110 KINGSMOOR WAY Miami Lakes, FL 33014
Agency Notes:		Supplier Notes: Head Attch: 
Bid Allowance		\$21,000.00
f Cardinal Scale Mfg. Co.		\$34,470.00 (4/4 items)
Bid Contact	Scott Adams scales@gate.net Ph 954-563-4120	Address 3215 N.W. 10th Terrace Suite 203 Oakland Park, FL 33309
Supplier Code VC0000015927		
Agency Notes:		Supplier Notes: Head Attch: 
Bid Allowance		\$21,000.00
f Scalemen of Florida Inc [Ad]		\$36,870.00 (4/4 items)
Bid Contact	Jim Kirkham KIMHAMMOCK@SCALEMEN.COM Ph 954-370-5700 Fax 954-370-8800	Address 3600 Hacienda Blvd Suite A&B davie, FL 33314
Bid Notes	Since 2016 Scalemen of Florida has give Satisfaction to the Fort Lauderdale /Hollywood Airport. Kim Hammock/ Service Coordinator/Quality Assurance Manager.	
Agency Notes:		Supplier Notes: Head Attch: Since 2016 Scalemen of Florida has give Satisfaction to the Fort Lauderdale /Hollywood Airport.  Kim Hammock/ Service Coordinator/Quality Assurance Manager.
Bid Allowance		\$21,000.00
f Pemica, Inc.		\$56,801.76 (4/4 items)
Bid Contact	Ezequiel Zamora hector@pemica.com Ph 305-668-0771 Fax 305-668-0719	Address 7324 SW 48th Street Miami, FL 33155
Agency Notes:		Supplier Notes: Head Attch: 
Bid Allowance		\$21,000.00

SHELTERED MARKET REVIEW FORM

Project Title: Baggage Scale Maintenance and Repair Svcs **Agency Contact:** Lisette Forrest

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

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

- ☐ Fixed Contract Estimate: _____ Year(s) of contract
☒ Initial Contract Term Estimate: \$78,660.00 3 Year(s) of contract
☐ Estimate Including Renewals _____ Year(s) of contract

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

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

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

NAICS CODES: 811219 _____

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

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

Supporting Information for Review:

Scope of Work:

Provide preventative maintenance, repair service, inspection, calibration and certification services for Baggage Weighing Electronic Scales, as well as the purchase of new Baggage Weighing Electronic Scales for the Broward County Aviation Department (BCAD).

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

List Vendor Name(s) if previously supplied:

SCALEMEN OF FLORIDA INC.
Non-SBE

The following documents **MUST** be attached:

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

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

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

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

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

- ☒ Solicit to **Non-Sheltered Market**. No goals will apply to this solicitation.
☒ **REVIEW FOR PROCUREMENT PREFERENCE**
☐ Solicit to **Non-Sheltered Market**. Goals may apply to this solicitation. Using agency must submit a Request for Goal Assignment Form at that time.

OESBD Approver (Name / Title): Sandy-Michael McDonald, Director Date: _____

OESBD Approver Signature: _____

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.02.28 11:18:09 -05'00'

Jaramillo, Salustio

From: SBCOMP
Sent: Thursday, July 28, 2022 4:15 PM
To: Jaramillo, Salustio
Cc: Casco, Oswaldo; Roberts, Cheryl; Knapp, Donna-Ann; SBCOMP
Subject: RE: OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and Purchase of Scales
Attachments: OPN2124447B1 - Suppliers Totals.pdf

Good afternoon Salustio,

Per our review, none of the firms that responded to Solicitation No. OPN2124447B1 are CBE or SBE firms.

Best regards,



Oswaldo Casco, Small Business Development Supervisor

Office of Economic and Small Business Development
115 S. Andrews Ave Room A680 | Fort Lauderdale, FL 33301
954.357.6134 Fax: 954.765.4184

www.broward.org/EconDev

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From: Jaramillo, Salustio <SAJARAMILLO@broward.org>

Sent: Friday, July 22, 2022 3:51 PM

To: SBCOMP <sbcomp@broward.org>

Subject: OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and Purchase of Scales

Good afternoon,

Please see the attached Bid Tabulation for your review. This solicitation was advertised to the open market with a Procurement Preference for SBE/CBE.

Thank you,



Lucho Jaramillo, Purchasing Agent, MBA
Broward County Purchasing Division
115 S. Andrews Avenue, Fort Lauderdale, FL 33312
Office: 954-357-6286
County Cell: 954-643-3780

www.broward.org



TO: Lucho Jaramillo
Purchasing Division
FROM: Lisette Forrest
Broward County Aviation Department
SUBJECT: Solicitation No.: OPN2124447B1
Baggage Scale Maintenance and Repair Services, and Purchase of Scales

Recommended Vendor: Scale Calibrators, LLC

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

Initial Award Amount: \$ 122,115

Potential Total Amount: \$ 203,525

Initial Contract Term: Three Years

Contract Term, including Renewals: Five Years

CONCURRENCE:

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

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

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

LITIGATION HISTORY: (check one)

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

PAST PERFORMANCE: (check all that apply)

I have reviewed the Vendor's past Performance Evaluations in 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: Lori Vassello for Liseete Forrest TITLE: Contract/Grant Adminsitrator Senior
(Individual authorized to administer the contract.)

SIGNATURE:

Digitally signed by Lori Vassello
Date: 2022.07.06 14:56:09 -04'00'

DATE: 7/6/22



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, an

Reference for (Name of Firm): SCALE CALIBRATORS, LLC

Organization/Firm Name providing reference: Nex-xos

Contact Name: Fernando Del Corral

Title:

Contact Email: fernando@nex-xos.com

Contact Phone: (305) 331-7981

Name of Referenced Project: Scale Calibration

Contract No.

Contract Amount: 2,200.00

Date Services Provided: Contract for the last 2 years and the annual contract is for 2,200 per year

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

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

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

Description of services provided by Vendor:

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)

I have employed Scale Calibrators in three different companies before in which I had to pass FDA/USDA/FDACS and Department of Defense Audits. Very responsilbe company.

References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance Division

Date of Verification: 06/17/2022



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, an

Reference for (Name of Firm): SCALE CALIBRATORS, LLC

Organization/Firm Name providing reference: Prime USA Scales

Contact Name: Yvonne Vivar

Title:

Contact Email: yvonne@primeusascales.com

Contact Phone: (909) 214-8845

Name of Referenced Project: Scale Calibration

Contract No. N/A

Contract Amount: 7,500.00

Date Services Provided: 06/2020-06/2022

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

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

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

Description of services provided by Vendor:

Performed various calibration jobs over the past 2 years

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)

They have performed various calibration jobs over the past 2 years that we have been working with them. Our customers are always satisfied no complaints on our end and we have very extensive instructions they are great at meeting all of our requirements. The communication from everyone we have worked with at Scale Calibrators is awesome.

References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance Division

Date of Verification: 06/07/2022



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and

Reference for (Name of Firm): SCALE CALIBRATORS, LLC

Organization/Firm Name providing reference: U.S. Department of Agriculture

Contact Name: Brandon Keith

Title: Engineering Technician

Contact Email: brandon.keith@usda.gov

Contact Phone: (515) 337-6655

Name of Referenced Project: Remove the existing indicators, install 6 new indicators on each of their tank scales, and con

Contract No.

Contract Amount: 36,720.00

Date Services Provided: Remove the existing indicators, install 6 new indicators on each of their tank scales, and commu

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

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

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

Description of services provided by Vendor:

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: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance Division

Date of Verification: 06/09/2022



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title: Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, an

Reference for (Name of Firm): SCALE CALIBRATORS, LLC

Organization/Firm Name providing reference: Vertilux

Contact Name: Rolando Gutierrez

Title: Warehouse Assistant

Contact Email: rolando.gutierrez@vertilux.com

Contact Phone: (305) 216-0543

Name of Referenced Project: Scale Calibration

Contract No.

Contract Amount: 1,200.00

Date Services Provided: Since 2019 with an annual contract of \$1,200 per year

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

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

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

Description of services provided by Vendor:

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)

Excecelent suppliers and very efficient service

References Checked By

Name: Lisette Forrest

Title: Contract/Grant Administrator Senior

Division/Department: BCAD Maintenance Division

Date of Verification: 06/03/2022

Price Analysis

Solicitation No. OPN2124447B1

Solicitation Title: Baggage Scale Maintenance and Repair Services and Purchase of Scales

Using Agency: BCAD

Purchasing Agent: Lucho Jaramillo

Date Bid Posted: May 20, 2022

Bid Opened: June 1, 2022

Bid Submittals: 4

Declinations: 0

		Scale Calibrators LLC				Previous Contract OPN2118500Q1			
Item No	Description	Qty	Unit	Price	Total	Qty	Unit	Price	Unit Price % Difference
OPN2124447B1-01	Group A _ Quarterly preventative maintenance inspection calibration & cert...	1260	each	\$16	\$20,160	576	each	\$18	-12.5%
OPN2124447B1-02	Group A - Scale repair and calibration Service outside of PM services. Weekdays	99	hour	\$105	\$10,395	15	each	\$89	15.2%
OPN2124447B1-03	Group A - Emergency Onsite Service	30	hour	\$105	\$3,150	15	each	\$89	15.2%
OPN2124447B1-04	Group B-Discout from List/Catalog Price Passenger Baggage Weighting Electronic	1	contract	10%	10%				
		3-year Bid Allowance:			\$15,000				
		Discount off Catalog value:			\$48,000				
		3- year initial amount:			\$96,705				
		5-year amount:			\$161,175				

Current prices for line item one are 12.5% lower than the previous contract price. CPI Industry saw an increase of 9.64%. Prices are fair and reasonable.

Previous Contract OPN2118500Q1 was awarded on September 5, 2019 and will expire on September 4, 2022.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2022

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 Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
INSURED Scale Calibrators LLC 1271 West 72nd St Hialeah, FL 33014	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Company	10193
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

Tracy
Meyer

Digitally signed
by Tracy Meyer
Date: 2022.07.29
12:18:29 -04'00'

COVERAGES **CERTIFICATE NUMBER:** 232249666006669304D071322T121957 **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	959714068	07/13/2022	07/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Broward County Aviation Department Ft Lauderdale-Hollywood Int Airport 320 Terminal Dr Suite 200 Ft Lauderdale, FL 33315	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Scale Calibrators LLC 1271 West 72nd St Hialeah, FL 33014	
POLICY NUMBER 959714068			
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 07/13/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only

Description of Location/Vehicles/Special Items

Scheduled autos only
2007 CHEVROLET SILVERADO 1GCHC24KX7E550532

Liability coverage may not apply to all scheduled vehicles.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

Tracy Meyer
Digitally signed
by Tracy Meyer
Date:
2022.07.29
12:19:05 -04'00'

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/12/2021

EXPIRATION DATE: 4/12/2023

PERSON: RAFAEL DIEGO

EMAIL: SALES@SCALECALIBRATORS.COM

FEIN: 821720294

BUSINESS NAME AND ADDRESS:

SCALE CALIBRATORS, LLC

16110 KINGSMOOR WAY

HIALEAH, FL 33014

SCOPE OF BUSINESS OR TRADE:

Store: Wholesale -NOC

Electronic Equipment
Installation, Service or Repair
Shop and Outside & Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

**Bid Tabulation Packet
for
Solicitation OPN2124447B1**

**Baggage Scale Maintenance and Repair Services, and
Purchase of Scales**

Bid Designation: Public



Broward County Board of County Commissioners

Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and Purchase of ScalesCreation Date **Apr 21, 2022**End Date **Jun 1, 2022 2:00:00 PM EDT**Start Date **May 20, 2022 5:04:26 PM EDT**Awarded Date **Not Yet Awarded**

OPN2124447B1--01-01 Group A - Quarterly preventative maintenance, inspection, calibration & cert...					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Scale Calibrators, LLC	First Offer - \$16.00	1260 / each	\$20,160.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1			
Cardinal Scale Mfg. Co.	First Offer - \$17.00	1260 / each	\$21,420.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4			
Scalemen of Florida Inc [Ad]	First Offer - \$18.00	1260 / each	\$22,680.00		Y
Product Code: Agency Notes:		Supplier Product Code: Preventive Maintenance Supplier Notes: Response time in hours for Maintenance & Repairs: 12-24 hours Scalemen of Florida did not raise and 90 PM. Did not raise my price for 90 day Pm contract.			
Pemica, Inc.	First Offer - \$34.47	1260 / each	\$43,432.20		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 24-48 HRS			

OPN2124447B1--01-02 Group A - Scale repair and calibration Service outside of PM services. Weekdays					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Pemica, Inc.	First Offer - \$74.44	99 / hour	\$7,369.56		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 24-48 HRS			
Cardinal Scale Mfg. Co.	First Offer - \$100.00	99 / hour	\$9,900.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4			
Scale Calibrators, LLC	First Offer - \$105.00	99 / hour	\$10,395.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1			
Scalemen of Florida Inc [Ad]	First Offer - \$110.00	99 / hour	\$10,890.00		Y
Product Code: Agency Notes:		Supplier Product Code: Scale Repair /calibration Supplier Notes: Response time in hours for Maintenance & Repairs: 12-24 hours			

OPN2124447B1--01-03 Group A - Emergency Onsite Service						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Cardinal Scale Mfg. Co.	First Offer - \$105.00	30 / hour	\$3,150.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4				
Scale Calibrators, LLC	First Offer - \$105.00	30 / hour	\$3,150.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 1				
Scalemen of Florida Inc [Ad]	First Offer - \$110.00	30 / hour	\$3,300.00		Y	
Product Code: Agency Notes:		Supplier Product Code: emergency Service Supplier Notes: Response time in hours for Maintenance & Repairs: 6-8 hours				
Pemica, Inc.	First Offer - \$200.00	30 / hour	\$6,000.00		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Response time in hours for Maintenance & Repairs: 4 HRS				

OPN2124447B1--01-04 Group B-Discount from List/Catalog Price Passenger Baggage Weighting Electronic						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Scalemen of Florida Inc [Ad]	First Offer - 15.00%	1 / contract	15.00%	Y	Y	
Product Code: Agency Notes:		Supplier Product Code: MD64-2424 Supplier Notes: Manufacturer Offered: Pennsylvania Scale Model Number Offered: Model 64 Warranty Offered: 2 years These are same scales we sold before to airport.				
Pemica, Inc.	First Offer - 10.00%	1 / contract	10.00%	Y	Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: PENNSYLVANIA SCALE COMPANY Model Number Offered: MODEL 64 Warranty Offered: 2 Years PENNSYLVANIA SCALE COMPANY MODEL 64 24"x24" Platform 500 lbs Capacity				
Scale Calibrators, LLC	First Offer - 10.00%	1 / contract	10.00%		Y	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Manufacturer Offered: Rice Lake Model Number Offered: Pennsylvania Warranty Offered: Triner				
Cardinal Scale Mfg. Co.	First Offer - 0.50%	1 / contract	0.50%		Y	
Product Code:		Supplier Product Code:				

Agency Notes:	Supplier Notes: Manufacturer Offered: Pennsylvania Model Number Offered: 64-2424 Warranty Offered: 2 years
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Supplier Totals

f Scale Calibrators, LLC		\$33,705.00 (4/4 items)
Bid Contact Jannel Evora sales@scalecalibrators.com Ph 786-546-6509	Address 16110 KINGSMOOR WAY Miami Lakes, FL 33014	
Agency Notes:	Supplier Notes:	Head Attch: 
Bid Allowance		\$21,000.00
f Cardinal Scale Mfg. Co.		\$34,470.00 (4/4 items)
Bid Contact Scott Adams scales@gate.net Ph 954-563-4120	Address 3215 N.W. 10th Terrace Suite 203 Oakland Park, FL 33309	
Supplier Code VC0000015927		
Agency Notes:	Supplier Notes:	Head Attch: 
Bid Allowance		\$21,000.00
f Scalemen of Florida Inc [Ad]		\$36,870.00 (4/4 items)
Bid Contact Jim Kirkham KIMHAMMOCK@SCALEMEN.COM Ph 954-370-5700 Fax 954-370-8800	Address 3600 Hacienda Blvd Suite A&B davie, FL 33314	
Bid Notes Since 2016 Scalemen of Florida has give Satisfaction to the Fort Lauderdale /Hollywood Airport.		
Kim Hammock/ Service Coordinator/Quality Assurance Manager.		
Agency Notes:	Supplier Notes: Since 2016 Scalemen of Florida has give Satisfaction to the Fort Lauderdale /Hollywood Airport. Kim Hammock/ Service Coordinator/Quality Assurance Manager.	Head Attch: 
Bid Allowance		\$21,000.00
f Pemica, Inc.		\$56,801.76 (4/4 items)
Bid Contact Ezequiel Zamora hector@pemica.com Ph 305-668-0771 Fax 305-668-0719	Address 7324 SW 48th Street Miami, FL 33155	
Agency Notes:	Supplier Notes:	Head Attch: 
Bid Allowance		\$21,000.00

**

Scale Calibrators, LLC

Bid Contact **Jannel Evora**
sales@scalecalibrators.com
Ph 786-546-6509

Address **16110 KINGSMOOR WAY**
Miami Lakes, FL 33014

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2124447B1--01-01	Group A - Quarterly preventative maintenance, inspection, calibration & cert...	Supplier Product Code: Response time in hours for Maintenance & Repairs: 1	First Offer - \$16.00	1260 / each	\$20,160.00 Y
OPN2124447B1--01-02	Group A - Scale repair and calibration Service outside of PM services. Weekdays	Supplier Product Code: Response time in hours for Maintenance & Repairs: 1	First Offer - \$105.00	99 / hour	\$10,395.00 Y
OPN2124447B1--01-03	Group A - Emergency Onsite Service	Supplier Product Code: Response time in hours for Maintenance & Repairs: 1	First Offer - \$105.00	30 / hour	\$3,150.00 Y
OPN2124447B1--01-04	Group B-Discout from List/Catalog Price Passenger Baggage Weighting Electronic	Supplier Product Code: Manufacturer Offered: Rice Lake Model Number Offered: Pennsylvania Warranty Offered: Triner	First Offer - 10.00%	1 / contract	10.00% Y
Bid Allowance			\$21,000.00		
					Supplier Total \$33,705.00

Supplier: **Scale Calibrators, LLC**

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

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

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

A. GENERAL PROVISIONS

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

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

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

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

County within the last three (3) years, unless otherwise noted in Vendor's response.

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

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

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

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Solicitation.

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

5. Addenda.

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

6. Prices.

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

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

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

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

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

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

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

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

8. Qualifications of Vendors.

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

9. Affiliated Entities.

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

10. Resolution of Protested Solicitations and Proposed Awards.

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

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

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

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the

protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

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

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

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

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

The Cone of Silence begins upon the advertisement of an ITB, Request for Proposal (RFP), Request for Qualifications (RFQ), or Requests for Letter (RLI). The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

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

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

17. Contingency Fees.

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

18. Local Business Tax Receipt Requirements.

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

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 brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is

permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

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

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

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

3. Invoice and Payment.

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

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

4. Termination.

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

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

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

submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

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

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

12. Notice.

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

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE 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, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any

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

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

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

18. Purchase by Other Governmental Agencies.

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

19. Public Records.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006,

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 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

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

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. 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.

21. Ownership of Documents.

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

notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

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

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

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

24. Warranties and Guarantees.

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

25. Independent Contractor.

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

26. Regulatory Capacity.

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

27. Sovereign Immunity.

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

28. Third-Party Beneficiaries.

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

29. Compliance with Laws; Code Requirements.

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

30. E-Verify.

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

31. Ownership Disclosure Form.

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

32. Amendments; Severability.

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

Rev. 4/5/2022

Supplier: **Scale Calibrators, 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: **SCALE CALIBRATORS, LLC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **82-1720294**
4. Dun and Bradstreet No.: **100821747**
5. Website address (if applicable): **www.scalecalibrators.com**
6. Principal place of business address: **16110 KINGSMOOR WAY**
Miami Lakes, FL 33014
7. Office location responsible for this project: **16110 KINGSMOOR WAY**
Miami Lakes, FL 33014

8. Telephone no.: **3058211100** 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:

Jannel Evora

Title: **General Manager**

E-mail: **jannel.evora@scalecalibrators.com**

Telephone No.: **7865466509**

Name:

Title:

E-mail:

Telephone No.:

Generic e-mail for purchase orders: **sales@scalecalibrators.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) **Rafael Diego**

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?
5
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.

Valmont - Floor Scale Calibration Service Contract

Avianca - Multiple Scale Calibration Service Contract

Choice Airways - Multiple Scale Calibration Service Contract

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?

Test Weights and a Truck

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: **Scale Calibration**

Contract/Project Title: **Scale Calibration**

Agency: **Prime USA Scales**
Contact Name/Title: **Yvonne Vivar**
Contact Telephone: **9092148845**
Email: **yvonne@primeusascals.com**
Contract/Project Dates (Month and Year): **06/2022**
Contract Amount: **\$775**

Reference 2:

Scope of Work: **Scale Calibration**
Contract/Project Title: **Scale Calibration**
Agency: **Vertilux**
Contact Name/Title: **Rolando Gutierrez**
Contact Telephone: **3052160543**
Email: **rolando.gutierrez@vertilux.com**
Contract/Project Dates (Month and Year): **06/2022**
Contract Amount: **\$298**

Reference 3:

Scope of Work: **Scale Calibration**
Contract/Project Title: **Scale Calibration**
Agency: **Nex-xos**
Contact Name/Title: **Fernando Del Corral**
Contact Telephone: **3053317981**
Email: **fernando@nex-xos.com**
Contract/Project Dates (Month and Year): **06/2022**
Contract Amount: **\$545**

Revised May 1, 2021

Supplier: Scale Calibrators, 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).

Jannel Evora on behalf of Scale Calibrators
VENDOR NAME

General Manager
TITLE

06/01/2022
DATE

REVISED MAY 1, 2021

Supplier: **Scale Calibrators, 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: **Scale Calibrators, 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 **Scale Calibrators, LLC**

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: **Scale Calibrators, 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: **Truck**

Vendor Name: **Scale Calibrators**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier): **UPS**

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: Scale Calibrators, LLC

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Cardinal Scale Mfg. Co.

Bid Contact **Scott Adams**
scales@gate.net
Ph 954-563-4120

Address **3215 N.W. 10th Terrace**
Suite 203
Oakland Park, FL 33309

Supplier Code VC0000015927

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2124447B1--01-01	Group A - Quarterly preventative maintenance, inspection, calibration & cert...	Supplier Product Code: Response time in hours for Maintenance & Repairs: 4	First Offer - \$17.00	1260 / each	\$21,420.00 Y
OPN2124447B1--01-02	Group A - Scale repair and calibration Service outside of PM services. Weekdays	Supplier Product Code: Response time in hours for Maintenance & Repairs: 4	First Offer - \$100.00	99 / hour	\$9,900.00 Y
OPN2124447B1--01-03	Group A - Emergency Onsite Service	Supplier Product Code: Response time in hours for Maintenance & Repairs: 4	First Offer - \$105.00	30 / hour	\$3,150.00 Y
OPN2124447B1--01-04	Group B-Discout from List/Catalog Price Passenger Baggage Weighting Electronic	Supplier Product Code: Manufacturer Offered: Pennsylvania Model Number Offered: 64-2424 Warranty Offered: 2 years	First Offer - 0.50%	1 / contract	0.50% Y
Bid Allowance			\$21,000.00		
Supplier Total					\$34,470.00

Supplier: **Cardinal Scale Mfg. Co.**

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

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

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

A. GENERAL PROVISIONS

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

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

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

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

County within the last three (3) years, unless otherwise noted in Vendor's response.

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

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

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

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Solicitation.

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

5. Addenda.

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

6. Prices.

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

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

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

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

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

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

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

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

8. Qualifications of Vendors.

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

9. Affiliated Entities.

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

10. Resolution of Protested Solicitations and Proposed Awards.

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

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

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

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the

protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

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

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

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

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

The Cone of Silence begins upon the advertisement of an ITB, Request for Proposal (RFP), Request for Qualifications (RFQ), or Requests for Letter (RLI). The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

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

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

17. Contingency Fees.

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

18. Local Business Tax Receipt Requirements.

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

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 brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is

permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

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

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

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

3. Invoice and Payment.

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

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

4. Termination.

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

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

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

submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

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

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

12. Notice.

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

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE 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, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any

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

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

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

18. Purchase by Other Governmental Agencies.

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

19. Public Records.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006,

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 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

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

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. 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.

21. Ownership of Documents.

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

notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

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

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

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

24. Warranties and Guarantees.

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

25. Independent Contractor.

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

26. Regulatory Capacity.

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

27. Sovereign Immunity.

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

28. Third-Party Beneficiaries.

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

29. Compliance with Laws; Code Requirements.

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

30. E-Verify.

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

31. Ownership Disclosure Form.

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

32. Amendments; Severability.

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

Rev. 4/5/2022

Supplier: **Cardinal Scale Mfg. Co.**

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: **Cardinal Scale Mfg. Co.**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **44-0608372**
4. Dun and Bradstreet No.:
5. Website address (if applicable): **www.FLSCALES.COM**
6. Principal place of business address: **203 E. Daugherty**
Webb City, Mo. 64870
7. Office location responsible for this project: **3215 N.W. 10th Terrace**
Suite 203
Oakland Park, Fl. 33309
8. Telephone no.: **954-563-4120** Fax no.: **954-563-9920**
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:

Scott Adams

Title: **Branch Manager**

E-mail: **scales@gate.net**

Telephone No.: **954-563-4120**

Name:

Title:

E-mail:

Telephone No.:

Generic e-mail for purchase orders: **sadams@cardet.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) **Matthew Stovern- President**
- b) **Rebecca Perry- Officer**
- c) **William Perry- Officer**

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:

New scale Sales

Scale repair

Scale Calibration

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

60

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 provided:

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.

W.P.B. Airport baggage scales

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?

21,000 pound of certified test weight

Company Trucks

Needed testing equipment and tools

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: **American Airlines- W.P.B.**

Baggage Scale calibration & repair

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work: **United Airlines- Miami Airport**

Baggage Scale Repair & calibration

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

Supplier: Cardinal Scale Mfg. Co.**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).

Cardinal Scale Mfg. Co.
VENDOR NAME

Branch Manager
TITLE

5/24/2022
DATE

REVISED MAY 1, 2021

Supplier: **Cardinal Scale Mfg. Co.**

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: **Cardinal Scale Mfg. Co.**

**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 **Cardinal Scale Mfg. Co.**

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: **Cardinal Scale Mfg. Co.**

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: **Company Owned Pick-up Truck**

Vendor Name: **Cardinal Scale Mfg. Co.**

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: Cardinal Scale Mfg. Co.

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Scalemen of Florida Inc

Bid Contact **Jim Kirkham**
KIMHAMMOCK@SCALEMEN.COM
Ph 954-370-5700
Fax 954-370-8800

Address **3600 Hacienda Blvd**
Suite A&B
davie, FL 33314

Bid Notes **Since 2016 Scalemen of Florida has give Satisfaction
to the Fort Lauderdale /Hollywood Airport.**

Kim Hammock/ Service Coordinator/Quality Assurance Manager.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2124447B1--01-01	Group A - Quarterly preventative maintenance, inspection, calibration & cert...	Supplier Product Code: Preventive Maintenance Response time in hours for Maintenance & Repairs: 12-24 hours Supplier Notes: Scalemen of Florida did not raise and 90 PM. Did not raise my price for 90 day Pm contract.	First Offer - \$18.00	1260 / each	\$22,680.00 Y
OPN2124447B1--01-02	Group A - Scale repair and calibration Service outside of PM services. Weekdays	Supplier Product Code: Scale Repair /calibration Response time in hours for Maintenance & Repairs: 12-24 hours	First Offer - \$110.00	99 / hour	\$10,890.00 Y
OPN2124447B1--01-03	Group A - Emergency Onsite Service	Supplier Product Code: emergency Service Response time in hours for Maintenance & Repairs: 6-8 hours	First Offer - \$110.00	30 / hour	\$3,300.00 Y
OPN2124447B1--01-04	Group B-Discout from List/Catalog Price Passenger	Supplier Product Code: MD64-2424 Manufacturer Offered:	First Offer - 15.00%	1 / contract	15.00% Y Y

Baggage Weighting
Electronic

Pennsylvania Scale

Model Number

Offered: Model 64

Warranty Offered: 2
years

Supplier Notes:

These are same
scales we sold before
to airport.

Bid Allowance

\$21,000.00

Supplier Total **\$36,870.00**

Scalemen of Florida Inc

Item: **Group B-Discout from List/Catalog Price Passenger Baggage Weighting Electronic**

Attachments

64-Baggage-Scales.pdf

P E N N S Y L V A N I A S C A L E C O M P A N Y

MODEL 64

- AIRPORT BAGGAGE SCALE
- M64 ELECTRONICS PACKAGE

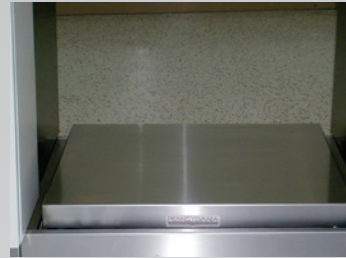
Exceptional Reliability, Rugged Construction

Our reputation for heavy duty industrial scales is built into every M64 Airport Baggage weighing system – fast becoming the standard for baggage check-in stations all over the world.

Rugged designs conform to a wide range of architectural installations. Heavy duty stainless steel top plate; durable powder-coated finish; exceptional reliability and Sustained Accuracy (5000 divisions standard) plus fast shipment of standard and custom sizes.

Extra rugged construction for long life and hard use.

Up to four displays per scale with designs for curbside check-in or shared check-in stations. Standard RS-232 for integrated weighing systems.



Unlimited sizes in two designs for any bagwell situation.



Model 64 Remote display systems for updating existing installations.

Portable or permanently mounted versions or electronics-only conversion kits for existing platforms in remodeling situations. Wide range of styles, platform sizes, and designs for any situation. Made in USA.

Join the many airports worldwide that have increased accuracy and reduced maintenance costs with M64 rugged scales designed for baggage check-in operations.



PENNSYLVANIA
SCALE  COMPANY

M64 AIRLINE BAGGAGE SCALES AND ELECTRONIC UPGRADE KITS

Features:

- Superb performance and Sustained Accuracy
- Up to (4) four remote displays with/without buttons
- SS flush panel mount displays or custom surface mount
- Standard green or high intensity red LED displays
- Weighing 5000 divisions in two units of measure, typically lbs/kgs
- Capacity either 500 x 0.1 lbs or 1000 x 0.2 lbs (or specify)
- Suitable for commercial applications
- Ship fully calibrated and ready for installation
- Fully supported designs back to 1991; modular interchangeable parts
- Platform sizes 18" x 18", 18" x 24", 24" x 24" at 5" profile; larger custom sizes at 3" profile
- Easy installation and attachment for bagwell or kiosk
- Simple calibration and maintenance
- True heavy duty construction – Two-Year Limited Warranty

Technical Specifications:

- Universal PLUS+ series Main Board is interchangeable and retrofits existing scales
- Power 110/115 VAC 50/60 Hz or specify 220/240 VAC or DC power 12/24 VDC
- HD power cord to main controller and Y-cable to remote displays standard 10' (or specify longer length)
- Optional solid state relays or 12 VDC relay outputs for operator alerts
- Standard RS-232 output is versatile and programmable
- Sizes > 24" x 24" use (4) HD industrial SESB load cells for extra heavy duty performance, 3" nominal height with height adjustment and anchor plates
- Sizes < 24" x 24" use proven single point HD load cell and standard anchor brackets
- Buttons ZERO, UNITS, PRINT or no buttons as per application

Electronics Conversion Kit Package for Existing Platforms:

Wide range of capacities and resolutions; suitable for Commercial Applications up to 10,000 divisions

Aluminum enclosure with (1), (2), (3), or (4) remote displays with 10' cables

Remote displays with/without buttons ZERO, UNITS, PRINT

AC power via HD power cord to CPU unit only

Fast, easy calibration to existing platforms for remodeling situations

Opening requirement for flush mount display:

5-3/4" x 3-1/2" – contact factory for drawings

Data Communication:

Standard fully programmable RS-232 communication

DB9 connector or screw terminals for Send/Receive/Ground

Warranty:

The parts and components of these Pennsylvania Scale Company products are warranted for two years from the date of purchase or installation against defects in materials and workmanship, subject to the terms and conditions of our standard warranty.

Contact factory for installation or dimensional drawings or custom features.

PENNSYLVANIA
SCALE  **COMPANY**

Authorized Distributor:

Pennsylvania Scale Company

665 North Reservoir Street, Lancaster, PA 17602 USA www.pascale.com

US/Canada 800.233.0473 717.295.6935 FAX 800.768.6350

International 717.295.6935 FAX 717.295.6941

Printed in USA 020617-HAS-5M

Supplier: **Scalemen of Florida Inc**

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

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

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

A. GENERAL PROVISIONS

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

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

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

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

County within the last three (3) years, unless otherwise noted in Vendor's response.

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

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

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

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Solicitation.

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

5. Addenda.

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

6. Prices.

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

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

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

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

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

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

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

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

8. Qualifications of Vendors.

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

9. Affiliated Entities.

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

10. Resolution of Protested Solicitations and Proposed Awards.

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

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

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

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the

protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

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

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

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

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

The Cone of Silence begins upon the advertisement of an ITB, Request for Proposal (RFP), Request for Qualifications (RFQ), or Requests for Letter (RLI). The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

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

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

17. Contingency Fees.

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

18. Local Business Tax Receipt Requirements.

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

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 brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is

permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

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

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

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

3. Invoice and Payment.

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

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

4. Termination.

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

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

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

submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

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

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

12. Notice.

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

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE 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, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any

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

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

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

18. Purchase by Other Governmental Agencies.

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

19. Public Records.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006,

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 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

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

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. 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.

21. Ownership of Documents.

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

notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

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

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

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

24. Warranties and Guarantees.

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

25. Independent Contractor.

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

26. Regulatory Capacity.

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

27. Sovereign Immunity.

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

28. Third-Party Beneficiaries.

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

29. Compliance with Laws; Code Requirements.

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

30. E-Verify.

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

31. Ownership Disclosure Form.

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

32. Amendments; Severability.

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

Rev. 4/5/2022

Supplier: **Scalemen of Florida Inc**

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: **Scalemen of Florida Inc**
2. Doing Business As/Fictitious Name (if applicable): **Scalemen of Florida Inc**
3. Federal Employer I.D. no. (FEIN): **59-2294295**
4. Dun and Bradstreet No.: **3600 HACIENDA BLVD STE A-B**
5. Website address (if applicable):
6. Principal place of business address: **3600 HACIENDA BLVD STE A-B**
7. Office location responsible for this project:
8. Telephone no.: **9543708800** Fax no.: **954-3708800**
9. Type of business (check appropriate box):

- ☒ Corporation (specify the state of incorporation): **FL**
- ☐ Sole Proprietor
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ General Partnership (State and County filled in) **FL**
- ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:Name:

Kim Hammock

Title: **Service/ Quality Manager**

E-mail: **kimhammock@scalemen.com**

Telephone No.: **9543708800**

Name: **Jim Kirkham**

Title: **Owner / Sales Manager**

E-mail: **info@scalemen.com**

Telephone No.: **9543705700**

Generic e-mail for purchase orders: **info@scalemen.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) **Jim Kirkham**

b) **Jeanne Kirkham**

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?

FI

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 provided:

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.

**Nature Product, City of Sunrise
Halperns, Stercycle**

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: **Nature Products 90 PREVENTATIVE SCALE MAINTENANCE**

Contract/Project Title:

Agency:

Contact Name/Title: **Brian Spillane Warehouse Operations Manager**

Contact Telephone: **954-233-3300**

Email: **Brian.Spillane@Clorox.com**

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work: **Halperns -90 PREVENTATIVE SCALE MAINTENANCE**

Contract/Project Title:

Agency: **Halperns**

Contact Name/Title: **BRANDON BARTLETT**

Contact Telephone: **954-270-2839**

Email: **BRANDON.BARTLETT@HALPERNS.COM**

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work: **SPIRIT AIRLINES Fort Lauderdale and Miami**

Contract/Project Title:

Agency: **SPIRIT AIRLINES**

Contact Name/Title: **aurea rodriguez/GM**

Contact Telephone: **954-359-0933**

Email: **aurea.rodriguez@spirit.com**

Contract/Project Dates (Month and Year):

Contract Amount:

KIMHAMMOCK@SCALEMEN.COM

Revised May 1, 2021

Supplier: Scalemen of Florida Inc**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

KIMHAMMOCK@SCALEMEN.COM
DATE

REVISED MAY 1, 2021

Supplier: **Scalemen of Florida Inc**

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: **KIMHAMMOCK@SCALEMEN.CO**

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Supplier: Scalemen of Florida Inc

**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 **KIMHAMMOCK@SCALEMEN.COM**

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: **Scalemen of Florida Inc**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

Vendor Name: **Scalemen of Florida**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier):

Other: **KIMHAMMOCK@SCALEMEN.COM**

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: **Scalemen of Florida Inc**

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Pemica, Inc.

Bid Contact **Ezequiel Zamora**
hector@pemica.com
Ph 305-668-0771
Fax 305-668-0719

Address **7324 SW 48th Street**
Miami, FL 33155

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OPN2124447B1--01-01	Group A - Quarterly preventative maintenance, inspection, calibration & cert...	Supplier Product Code: Response time in hours for Maintenance & Repairs: 24-48 HRS	First Offer - \$34.47	1260 / each	\$43,432.20 Y
OPN2124447B1--01-02	Group A - Scale repair and calibration Service outside of PM services. Weekdays	Supplier Product Code: Response time in hours for Maintenance & Repairs: 24-48 HRS	First Offer - \$74.44	99 / hour	\$7,369.56 Y
OPN2124447B1--01-03	Group A - Emergency Onsite Service	Supplier Product Code: Response time in hours for Maintenance & Repairs: 4 HRS	First Offer - \$200.00	30 / hour	\$6,000.00 Y
OPN2124447B1--01-04	Group B-Discout from List/Catalog Price Passenger Baggage Weighting Electronic	Supplier Product Code: Manufacturer Offered: PENNSYLVANIA SCALE COMPANY Model Number Offered: MODEL 64 Warranty Offered: 2 Years Supplier Notes: PENNSYLVANIA SCALE COMPANY MODEL 64 24"x24" Platform 500 lbs Capacity	First Offer - 10.00%	1 / contract	10.00% Y Y

Bid Allowance

\$21,000.00

Supplier Total **\$56,801.76**

Pemica, Inc.

Item: **Group B-Discount from List/Catalog Price Passenger Baggage Weighting Electronic**

Attachments

PEMICA Inc RSA Certificate.pdf

pa-scale_64-baggage-scales-specifications-sheet.pdf

Pemica Authorized Dealer Statement 05-31-2022.pdf

DIM-64-24X24.pdf

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

August 19, 2020

PEMICA Inc
Attn: Antonio Navarro
7324 SW 48 St
Miami, FL 33155

Dear Antonio Navarro,

Attached is the service agency registration certificate for **PEMICA Inc.** This certificate is valid for two years from the date of issue and shall be used by the registrant as proof of successful registration under the provisions of Rule 5J-22.003, Florida Administrative Code.

Registration Number: 474 Expiration Date: August 19, 2022

The service agency registered on this certificate must comply with all applicable provisions of Chapter 531, Florida Statutes, and rules adopted pursuant to this Chapter. This service agency shall be responsible for submitting a Placed in Service Report for any new weighing or measuring device placed into commercial service or when returning a repaired weighing or measuring device to commercial service once the device is made to comply with all applicable laws, rules and specifications.

All completed correction notices or placed in service reports can be submitted to the department via email to Standards-Field@FreshFromFlorida.com or via fax to (850) 921-1548 within twenty-four hours of the device being placed into service.

.....CUT HERE.....



**State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
3125 Conner Boulevard
Tallahassee, FL 32399-1650**

SERVICE AGENCY REGISTRATION CERTIFICATE

Chapter 531, Florida Statutes

PEMICA Inc
7324 SW 48 St
Miami, FL 33155

Registration No:	474
Issue Date:	August 19, 2020
Expiration Date:	August 19, 2022
Authorized to Service:	2,000lb Scales

This agency is registered with this department as a service agency qualified to service weighing or measuring devices under the requirements, limitations and restrictions as specified in Chapter 531, Florida Statutes, and rules adopted pursuant to this Chapter.

P E N N S Y L V A N I A S C A L E C O M P A N Y

MODEL 64

- AIRPORT BAGGAGE SCALE
- M64 ELECTRONICS PACKAGE

Exceptional Reliability, Rugged Construction

Our reputation for heavy duty industrial scales is built into every M64 Airport Baggage weighing system – fast becoming the standard for baggage check-in stations all over the world.

Rugged designs conform to a wide range of architectural installations. Heavy duty stainless steel top plate; durable powder-coated finish; exceptional reliability and Sustained Accuracy (5000 divisions standard) plus fast shipment of standard and custom sizes.

Extra rugged construction for long life and hard use.

Up to four displays per scale with designs for curbside check-in or shared check-in stations. Standard RS-232 for integrated weighing systems.



Unlimited sizes in two designs for any bagwell situation.



Model 64 Remote display systems for updating existing installations.

Portable or permanently mounted versions or electronics-only conversion kits for existing platforms in remodeling situations. Wide range of styles, platform sizes, and designs for any situation. Made in USA.

Join the many airports worldwide that have increased accuracy and reduced maintenance costs with M64 rugged scales designed for baggage check-in operations.



PENNSYLVANIA
SCALE  COMPANY

M64 AIRLINE BAGGAGE SCALES AND ELECTRONIC UPGRADE KITS

Features:

- Superb performance and Sustained Accuracy
- Up to (4) four remote displays with/without buttons
- SS flush panel mount displays or custom surface mount
- Standard green or high intensity red LED displays
- Weighing 5000 divisions in two units of measure, typically lbs/kgs
- Capacity either 500 x 0.1 lbs or 1000 x 0.2 lbs (or specify)
- Suitable for commercial applications
- Ship fully calibrated and ready for installation
- Fully supported designs back to 1991; modular interchangeable parts
- Platform sizes 18" x 18", 18" x 24", 24" x 24" at 5" profile; larger custom sizes at 3" profile
- Easy installation and attachment for bagwell or kiosk
- Simple calibration and maintenance
- True heavy duty construction – Two-Year Limited Warranty

Technical Specifications:

- Universal PLUS+ series Main Board is interchangeable and retrofits existing scales
- Power 110/115 VAC 50/60 Hz or specify 220/240 VAC or DC power 12/24 VDC
- HD power cord to main controller and Y-cable to remote displays standard 10' (or specify longer length)
- Optional solid state relays or 12 VDC relay outputs for operator alerts
- Standard RS-232 output is versatile and programmable
- Sizes > 24" x 24" use (4) HD industrial SESB load cells for extra heavy duty performance, 3" nominal height with height adjustment and anchor plates
- Sizes < 24" x 24" use proven single point HD load cell and standard anchor brackets
- Buttons ZERO, UNITS, PRINT or no buttons as per application

Electronics Conversion Kit Package for Existing Platforms:

Wide range of capacities and resolutions; suitable for Commercial Applications up to 10,000 divisions

Aluminum enclosure with (1), (2), (3), or (4) remote displays with 10' cables

Remote displays with/without buttons ZERO, UNITS, PRINT

AC power via HD power cord to CPU unit only

Fast, easy calibration to existing platforms for remodeling situations

Opening requirement for flush mount display:

5-3/4" x 3-1/2" – contact factory for drawings

Data Communication:

Standard fully programmable RS-232 communication

DB9 connector or screw terminals for Send/Receive/Ground

Warranty:

The parts and components of these Pennsylvania Scale Company products are warranted for two years from the date of purchase or installation against defects in materials and workmanship, subject to the terms and conditions of our standard warranty.

Contact factory for installation or dimensional drawings or custom features.

PENNSYLVANIA
SCALE  **COMPANY**

Authorized Distributor:

Pennsylvania Scale Company

665 North Reservoir Street, Lancaster, PA 17602 USA www.pascale.com

US/Canada 800.233.0473 717.295.6935 FAX 800.768.6350

International 717.295.6935 FAX 717.295.6941

Printed in USA 020617-HAS-5M



May 31, 2022

RE: Authorized Pennsylvania Scale Company Dealer Statement

To Whom it May Concern:

Please accept this letter as proof that the Pemica Inc. is an authorized scale dealer for Pennsylvania Scale Company. As a dealer in good standing they may sell, service and install all Pennsylvania Scale Products.

Please let me know if you have any comments, questions, or concerns. My contact information is below.

Sincerely,

Peter A Siegrist

Peter Siegrist – V.P. Sales and Marketing

Pennsylvania Scale Company

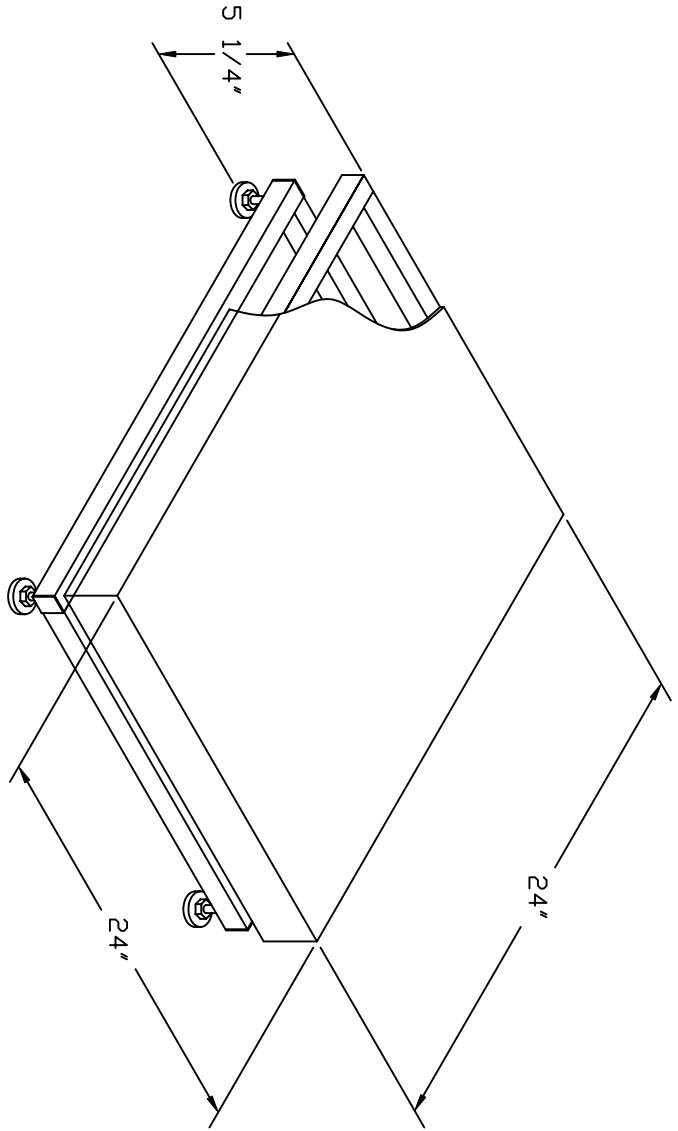
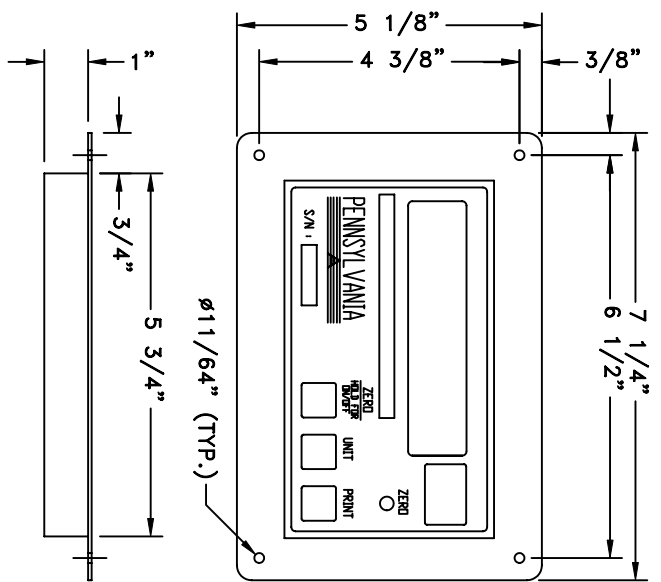
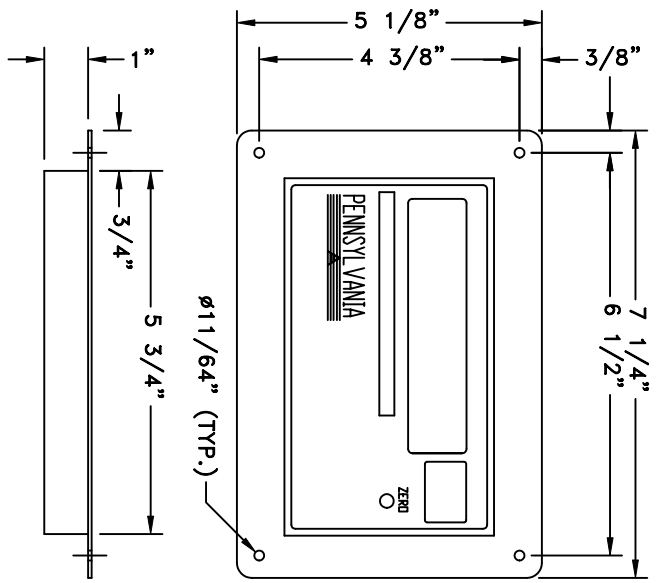
717 295 6935 Ext 108

pas@pascale.com

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
1	ADDITIONAL REFERENCE DRAWING ONLY - NO NOT REVISIONS	9/11/2003	TSF

OPN21244479

Broward County Board of
County Commissioners



MODEL 6400 24"x24" BENCH SCALE DIMENSIONAL DRAWING

PENNSYLVANIA

1042 NEW HOLLAND AVE., LANCASTER, PENNSYLVANIA 17601

800.233.0473 / 717.295.6935 / FAX:800.786.6350

TOLERANCES UNLESS OTHERWISE SPECIFIED

THICK PLATES +/- .006 FRACTIONS +/- 1/64

TWO PLACES +/- .015 ANGULAR +/- 1 DEG.

MATERIAL: CONCRETE FACTORY

FINISH: POWDERCOATED

DATE: 9/11/2003

SCALE: N/A

APPROVED:

SIZE: DIM IN FT: TSF

DWG NO: DIM-64-24X24

REV: 1

SHEET 1 OF 1

THIS IS A COMPUTER GENERATED DRAWING AND NOT BEING MANUALLY REVIEWED FOR DIMENSIONS FOR CHANGES.

Supplier: **Pemica, Inc.**

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

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

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

A. GENERAL PROVISIONS

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

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

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

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

County within the last three (3) years, unless otherwise noted in Vendor's response.

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

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

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

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Solicitation.

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

5. Addenda.

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

6. Prices.

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

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

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

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

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

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

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

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

8. Qualifications of Vendors.

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

9. Affiliated Entities.

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

10. Resolution of Protested Solicitations and Proposed Awards.

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

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

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

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the

protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

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

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

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

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

The Cone of Silence begins upon the advertisement of an ITB, Request for Proposal (RFP), Request for Qualifications (RFQ), or Requests for Letter (RLI). The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

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

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

17. Contingency Fees.

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

18. Local Business Tax Receipt Requirements.

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

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 brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is

permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

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

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

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

3. Invoice and Payment.

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

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

4. Termination.

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

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

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

submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

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

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

12. Notice.

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

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE 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, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any

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

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

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

18. Purchase by Other Governmental Agencies.

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

19. Public Records.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006,

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 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

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

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. 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.

21. Ownership of Documents.

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

notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

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

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

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

24. Warranties and Guarantees.

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

25. Independent Contractor.

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

26. Regulatory Capacity.

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

27. Sovereign Immunity.

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

28. Third-Party Beneficiaries.

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

29. Compliance with Laws; Code Requirements.

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

30. E-Verify.

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

31. Ownership Disclosure Form.

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

32. Amendments; Severability.

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

Rev. 4/5/2022

Supplier: **Pemica, Inc.**

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: **PEMICA, INC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **651021266**
4. Dun and Bradstreet No.: **064070118**
5. Website address (if applicable): **www,pemica.us**
6. Principal place of business address: **7324 SW 24th St.Miami, FL 33155**
7. Office location responsible for this project: **7324 SW 24th St.Miami, FL 33155**

8. Telephone no.: **3056680791** Fax no.: **3056680719**
9. Type of business (check appropriate box):

☒ Corporation (specify the state of incorporation):

FLORIDA

- ☐ Sole Proprietor
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ General Partnership (State and County filled in)
- ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:Name:

Antonio Navarro

Title: **General Manager**

E-mail: **antonio@pemica.com**

Telephone No.: **7869427117**

Name: **Hector Meneses**

Title: **Sales Manager**

E-mail: **hector@@pemica.com**

Telephone No.: **7869530317**

Generic e-mail for purchase orders: **antonio@pemica.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) **Andres Eloy De Leon / President**

b) **Rianet Angarita / Secretary**

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:
Sales of security equipment Metal detectors and X-Ray Machines.
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
21
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 provided:

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.

N/A

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?

N/A

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: **Metal Detector Supply**

Contract/Project Title: **Miami Dade International Service Department**
Agency: **Miami Dade International Service Department**
Contact Name/Title: **Allen Nelson**
Contact Telephone: **3053752801**
Email: **allen.nelson@miamidade.gov**
Contract/Project Dates (Month and Year): **July 2019**
Contract Amount: **\$1.9MM**

Reference 2:

Scope of Work: **Metal Detector Supply**
Contract/Project Title: **Metal detector Supply**
Agency: **Florida Department of Corrections**
Contact Name/Title: **James Pate**
Contact Telephone: **8507173117**
Email: **james.pate@fdc.myflorida.com**
Contract/Project Dates (Month and Year): **July 2021**
Contract Amount: **\$3.9MM**

Reference 3:

Scope of Work: **Baggage Scale Maintenance and Repair Services, and Purchase of Scales**
Contract/Project Title: **Baggage Scale Maintenance and Repair Services, and Purchase of Scales**
Agency: **Miami-Dade Aviation Department**
Contact Name/Title: **Summer Johnson**
Contact Telephone: **305-876-7319**
Email: **SJohnson@FlyMIA.com**
Contract/Project Dates (Month and Year): **2016 - Present**
Contract Amount: **\$223,000.00**

Revised May 1, 2021

Supplier: Pemica, Inc.**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).

PEMICA, INC. Antonio Navarron
VENDOR NAME

General Manager
TITLE

11/08/2021
DATE

REVISED MAY 1, 2021

Supplier: **Pemica, Inc.**

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: **Pemica, Inc.**

**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 **PEMICA, 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: **Pemica, Inc.**

Insurance Requirements: (Refer to the Insurance Requirement Form)

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

Vendor Name: **Pennsylvania Scale Company**

Company Vehicle: ☐ Yes or ☒ No

If Common Carrier (indicate carrier): **TBD**

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: Pemica, Inc.

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Solicitation OPN2124447B1

Baggage Scale Maintenance and Repair Services, and Purchase of Scales

Bid Designation: Public



Broward County Board of County Commissioners

Bid OPN2124447B1

Baggage Scale Maintenance and Repair Services, and Purchase of Scales

Bid Number	OPN2124447B1
Bid Title	Baggage Scale Maintenance and Repair Services, and Purchase of Scales
Bid Start Date	May 20, 2022 5:04:26 PM EDT
Bid End Date	Jun 1, 2022 2:00:00 PM EDT
Question & Answer End Date	May 27, 2022 5:00:00 PM EDT
Bid Contact	Salustio Jaramillo Purchasing Agent Purchasing Division 954-357-6066 sajaramillo@broward.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	Scope of Work: This project is to establish a contract for Baggage Scale Maintenance and Repair Services, and Purchase of Baggage Scales for the Broward County Aviation Department in accordance with the Specifications and Requirements. Goal Participation: This solicitation is open to the general marketplace. Allowance Amounts: The solicitation includes pass-thru allowances. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on final bid tabulation. Basis of Award: It is the County's intent to award this contract to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. Per paragraph 7 of the General Terms & Conditions, the County reserves the right to award as deemed in its best interest. Vendor acceptance of County Purchase card is desired for this solicitation. 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. Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope. Refer to the Purchasing Division website or contact Periscope for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope, immediately notify the Purchasing Agent and then contact Periscope for technical assistance.

Item Response Form

Item **OPN2124447B1--01-01 - Group A - Quarterly preventative maintenance, inspection, calibration & cert...**
Quantity **1260 each**
Unit Price
Response time in
hours for
Maintenance &
Repairs
Delivery Location **Broward County Board of County
Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 1260

Description

Quarterly preventative maintenance, inspection, calibration and certification, price per Scale, as per Specifications and Requirements.

Item **OPN2124447B1--01-02 - Group A - Scale repair and calibration Service outside of PM services. Weekdays**
Quantity **99 hour**
Unit Price
Response time in
hours for
Maintenance &
Repairs
Delivery Location **Broward County Board of County
Commissioners**
AV0019
AVIATION DEPARTMENT
MAINTENANCE
3400 SW 2ND AVE
FORT LAUDERDALE FL 33315
Qty 99

Description

Scale repair and calibration Service outside of preventative maintenance services. Weekdays 7:00am -5:00pm, excluding holidays, as per Specifications and Requirements.

Item **OPN2124447B1--01-03 - Group A - Emergency Onsite Service**
Quantity **30 hour**
Unit Price
Response time in
hours for
Maintenance &
Repairs

Delivery Location

**Broward County Board of County
Commissioners**AV0019

AVIATION DEPARTMENT

MAINTENANCE

3400 SW 2ND AVE

FORT LAUDERDALE FL 33315

Qty 30**Description**

Emergency Onsite Service, as per Specifications and Requirements.

Item	OPN2124447B1-01-04 - Group B-Discount from List/Catalog Price Passenger Baggage Weighting Electronic
Quantity	1 contract
Percentage	
Manufacturer Offered	
Model Number Offered	
Warranty Offered	
Delivery Location	Broward County Board of County Commissioners
	<u>AV0019</u>
	AVIATION DEPARTMENT
	MAINTENANCE
	3400 SW 2ND AVE
	FORT LAUDERDALE FL 33315
	Qty 1

Description

Discount From List/Catalog Price Passenger Baggage Weighting Electronic Scale or approved equal. This is a Percentage (%) Discount off Catalog/List Price Item. Vendors should enter a single percent discount. Per Special Instructions to Vendors, Section M, estimated annual value is \$16,000.00 (\$48,000.00) over the initial 3-year term.

SPECIFICATIONS AND REQUIREMENTS

Baggage Scale Maintenance and Repair Services, and Purchase of New Scales

1. SCOPE OF WORK:

- 1.1. The purpose of this solicitation is to establish a procurement contract for Baggage Scale Maintenance and Repair Services of Passenger Baggage Weighing Electronic Scales (Group A) to include preventative maintenance, repair service, inspection, calibration and recertification; and, the Purchase of New Baggage Weighing Electronic Scales (Group B) for the Broward County Aviation Department (BCAD).
- 1.2. **GROUP A – PREVENTATIVE MAINTENANCE, REPAIR SERVICE, INSPECTIONS, CALIBRATION, AND CERTIFICATION SERVICES**
 - 1.2.1. CONTRACTOR shall provide all labor, supervision, supplies, parts, materials, equipment, personal protective equipment, tools, transportation and other incidentals as required to perform preventative maintenance, repair service, inspections, calibration, certification, to approximately 103 passenger baggage weighing electronic scales currently in use at Fort Lauderdale-Hollywood International Airport (FLL). Prices offered on the Item Response Form shall constitute complete compensation.
 - 1.2.2. Baggage scales to be maintained and serviced are located at **FLL Terminal Buildings 1, 2, 3, 4, in all Ticketing/Passenger Lobby areas**. Additional sites may be added as deemed necessary to support airport operations.
 - 1.2.3. **CONTRACTOR QUALIFICATIONS:** CONTRACTOR must be certified to inspect and maintain scales under this contract. The CONTRACTOR shall be registered with the State of Florida Department of Agriculture and Consumer Services, Division of Standards, Bureau of Weights and Measures. Bidder(s) shall submit a copy of CONTRACTOR's current State of Florida Certificate of Registration with their bid or within three (3) business days of the County request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframes.
- 1.3. **GROUP B – NEW PASSENGER BAGGAGE WEIGHING ELECTRONIC SCALES**
 - 1.3.1. Furnish new passenger baggage weighing electronic scales as requested by the County. The County shall be the sole determiner of approved equal devices.
 - 1.3.2. **CONTRACTOR QUALIFICATIONS:** CONTRACTOR must be the original manufacturer or an authorized dealer/reseller of the offered products. Bidder(s) shall submit a Letter from Manufacturer(s) certifying the Contractor is an authorized distributor/dealer with their bid or within three (3) business days from County request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframes.
 - 1.3.3. Passenger baggage weighing electronic scales system must meet the requirements of NTEP (National Type Evaluation Program). The following manufacturer's brands or approved equal devices may be offered, but are not limited to:
 - 1.3.3.1. Pennsylvania
 - 1.3.3.2. Division

- 1.3.3.3. Triner
- 1.3.3.4. Rice Lake
- 1.3.3.5. General
- 1.3.3.6. GSE

1.3.4. Prices shall be quoted F.O.B. Destination. Prices offered on Item Response Form shall include, but are not limited to, delivery and assembly and shall constitute complete compensation.

2. GROUP A: PREVENTATIVE MAINTENANCE, REPAIR SERVICE, INSPECTIONS, CALIBRATION, CERTIFICATION SERVICES

2.1. CONTRACTOR RESPONSIBILITIES:

2.1.1. CONTRACTOR shall provide the County with maintenance, repair services, inspection, calibration, and certification to support approximately 103 passenger baggage weighing electronic scales located at FLL Terminal Buildings 1, 2, 3, 4, in all Ticketing/Passenger Lobby areas. Refer to TABLE 1 for an accounting of the baggage scales by location.

TABLE 1: BAGGAGE SCALES BY LOCATION

Location within FLL	QTY of each Brand of Scale	Brand
Terminal 1	1	Division
	15	Triner
	1	Pennsylvania
Terminal 2	14	Rice Lake
Terminal 3	36	Pennsylvania
Terminal 4	4	GSE
	4	General
	15	General
	11	Division
	2	Pennsylvania
Approximate Total Number of Scales at FLL	103	

2.1.2. County requires baggage scales to be operational 24 hours per day, 7 days per week. It is the responsibility of the CONTRACTOR to be aware and familiar with all conditions, materials, locations, and the various hours of operations of the ticket counters governing the availability to service, and maintenance of these scales.

- 2.1.3. CONTRACTOR shall ensure compliance with State of Florida Bureau of Weights and Measures (www.freshfromflorida.com) and Federal Aviation Administration (FAA) Regulations (www.faa.gov). CONTRACTOR shall be in accordance with requirements set forth by National Institute of Standards & Technology (NIST) Handbook 44 and 130, 2022 Current Edition (www.nist.gov) and the manufacturer's recommendations.
- 2.1.4. CONTRACTOR shall be responsible for furnishing all required parts and components required to keep equipment in optimal performance condition and must meet the NTEP (www.ncwm.net) requirements. As part of the preventative maintenance services, repair, and calibration services, CONTRACTOR will be required to quarterly (every 3 months) re-certify all equipment.
- 2.1.5. CONTRACTOR shall be responsible for emergency twenty-four (24) hour on-site repair service, when required, refer to Section 2.4.
- 2.1.6. CONTRACTOR shall be responsible for complying with all applicable local, state, and federal regulations, including OSHA, concerning all applicable safety provisions.

2.2. **QUARTERLY PREVENTATIVE MAINTENANCE AND INSPECTIONS:**

- 2.2.1. Each preventative maintenance service performed shall include but not be limited to:
 - 2.2.1.1. Preventative maintenance, repair/replacement of worn or defective parts or components and lubrication, cleaning and adjusting as required for operation in conformance with specified requirements.
 - 2.2.1.2. Inspection of components with certified test weights on each scale to check for calibration errors, adjust, calibrate each scale into tolerance as needed and certification.
 - 2.2.1.3. Testing and adjustment of baggage scale base, weigh meter, display readouts on the ticket counters.
 - 2.2.1.4. Testing, adjustment, and calibration.
 - 2.2.1.5. Check, correct, or adjust baggage scale base, weigh meter, mounting ring meter, dual display indicators in the ticket counter openings.
 - 2.2.1.6. Remove base cover and clean out any dust, dirt, and foreign debris in scale. Clean platters and displays. Clean all surfaces, and refinish or replace damage surfaces, to eliminate all evidence of damage. Touch up surfaces to match original finish. Advise Contract Administrator or their designee of measures of requirement to protect equipment from damage or deterioration.
 - 2.2.1.7. Inspect scale base for security and re-secure as required.
 - 2.2.1.8. Leveling of bases to ensure proper operation.
 - 2.2.1.9. Verify that all scale markings are in conformance with NTEP.
 - 2.2.1.10. Repair or replace minor items such as Plexiglas or stainless steel bezel.
 - 2.2.1.11. Most of the scales are available for service during regular hours. However, some of them have less availability, but the service cannot interrupt the airport operations at any time.
 - 2.2.1.12. All scheduled inspections (with the exception of emergencies) are to be coordinated with the Contract Administrator or their designee and will be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through

Friday, excluding holidays.

- 2.2.2. In performing preventative maintenance on the baggage scales, it is the CONTRACTOR's responsibility to inspect and ensure that all serial and model numbers match on the scales' bases and the displays.
- 2.2.3. All preventative maintenance and inspections services shall be performed four (4) times per year, on a quarterly basis every three (3) months, (October, January, April, and July).
- 2.2.4. CONTRACTOR shall provide the County with a copy of the maintenance service report and if deficiencies are noted, submit a quote for completion of the repairs. County will review the request and provide authorization to the CONTRACTOR. Quotes for repair Work must include a detailed explanation of the services performed, an itemized list of all parts and components used, and be attached to the actual invoices.

2.3. REPAIR PARTS AND SERVICE:

- 2.3.1. Repair services shall include repair/replacement of worn or defective parts or components to ensure proper operation and certification of the scale. The CONTRACTOR shall service, test and certify each baggage scale upon completion of repair service. All repair work completed shall have a thirty (30) day warranty period. Services may include repairing broken or malfunctioning parts as well as replacement with new parts, as applicable.
- 2.3.2. CONTRACTOR shall provide repair services during regular business hours which are defined as Monday through Friday, 7:00 AM – 5:00 PM.

2.4. EMERGENCY REPAIR SERVICE:

- 2.4.1. Emergency repair service(s) shall be provided 24 hours, 7 days a week, including all Holidays. The response time (defined as the time from CONTRACTOR acknowledge notification to arrival on site) for emergency repair services shall be as follows:
 - 2.4.1.1. Contractor response time shall be no more than four (4) hours from telephone/email notification.
 - 2.4.1.2. When providing emergency repair services, CONTRACTOR shall meet the Contract Administrator or their designee at the job site location prior to work commencement. After inspection, an assessment of the problem encountered must be communicated to the Contract Administrator or their designee within a half hour of arrival at the job site. If an immediate repair is not possible, an accurate projection of expected completion time must be provided to Contract Administrator or their designee.

2.5. SERVICE HOURLY RATES:

- 2.5.1. Hourly rates for repair services (including emergency repair services) shall be inclusive of all tools, supplies, and expendables required for completing the required job. All hourly labor costs shall be charged by ½-hour increments. Only time on the job site shall be invoiced. The County will not pay for travel time. For repair Work, a written proposal is required prior to Work commencing. County will provide a notice to proceed/purchase order (PO) upon their approval of the proposal. Unforeseen costs above the original proposed price will require prior approval by County.

2.6. PARTS AND MATERIALS:

2.6.1. All parts installed shall be new (used or refurbished will not be accepted), ordered factory direct or from an approved manufacturer's distributor parts and equipment.

2.6.2. Parts and Materials on a Pass Thru Allowance:

2.6.2.1. CONTRACTOR payment for parts and materials as a part of maintenance and repair services shall be paid at the CONTRACTOR's costs.

2.6.2.2. The CONTRACTOR shall charge the County the same invoice prices charged by its suppliers. A copy of the CONTRACTOR's invoice(s) from its supplier for such parts and materials shall be submitted with the CONTRACTOR's invoice to the County for payment. In cases where the CONTRACTOR manufactures its own parts, it will charge the County a price no higher than it charges its most favored customer. The County reserves the right to request verification.

2.6.2.3. An estimated \$3,000.00, annually, is allocated for Parts and Materials allowance.

2.7. MAINTENANCE SERVICE REPORTS:

2.7.1. Maintenance Service Reports shall be provided with each invoice. CONTRACTOR shall furnish to the Contract Administrator or their designee, a copy of the technician's service report indicating the date, time, scale location/number, nature of service performed, and a copy of the manufacturer's invoice for the purchase of all associated replacement parts. These reports shall be signed by the Contract Administrator or their designee at the time the Work is performed. Additionally, the CONTRACTOR will attach an "Out of Service" placards on the scale(s) as applicable.

2.7.2. Maintenance Service Reports must be submitted to the County and to the State of Florida Bureau of Weights and Measures to check and verify the performed calibration.

2.7.3. All service, inspection and maintenance reports required per this specification must be provided to the County before an invoice will be processed for payment.

2.8. ADDITION/DELETION OF SCALES

2.8.1. The County reserves the right to modify this Contract for the addition and/or deletion of scales/brands and scale locations, change in frequency inspections/repairs, and other scope of work modifications.

3. GROUP B: NEW PASSENGER BAGGAGE WEIGHING ELECTRONIC SCALES

3.1. FURNISHED EQUIPMENT:

3.1.1. Furnish the below passenger baggage weighing electronic scales system as follows: as scale base minimum of 18 inch by 18 inches to 36 inches by 36 inches stainless steel platform and 500-pound capacity, with digital indicators designed for installation in ticket counter and stainless steel "scale well" to match existing units at FLL. The CONTRACTOR will be required to provide the scale with leveling feet.

3.1.2. The product offered by the CONTRACTOR must on an overall basis, be equal or greater in quality or performance than the solicitation specifications herein. Broward County reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection.

3.1.3. All equipment shall be NEW, original OEM (Original Equipment Manufacturer), and shall not be reconditioned or re-manufactured and not been used as display products or "B" stock.

- 3.1.4. All product dimensions, power requirements and reports should be submitted with bid response or submitted within three (3) business days of County's request. CONTRACTOR may be deemed non-responsive for failure to fully comply within stated timeframes.
- 3.1.5. Passenger baggage weighing electronic scales system must meet the requirements of NTEP. The following manufacturer's brands or approved equal devices may be offered, but are not limited to:
 - 3.1.5.1. Pennsylvania
 - 3.1.5.2. Division
 - 3.1.5.3. Triner
 - 3.1.5.4. Rice Lake
 - 3.1.5.5. General
 - 3.1.5.6. GSE
- 3.1.6. Product Specifications:
 - 3.1.6.1. Platform: Utilized, welded steel tubing and plate, with rust inhibiting paint.
 - 3.1.6.2. Load Cell: NTEP approved four water-resistant shear beam load cells or one single platform load cell.
 - 3.1.6.3. Load Cell Excitation: Up to 15 Volt Direct Current (DC) or APPROVED EQUAL, generated by the weigh display.
 - 3.1.6.4. Load Cell Cable: Lengths as required and shielded to prevent damage.
 - 3.1.6.5. Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Shielding or APPROVED EQUAL must be provided.
- 3.1.7. Digital Indicator:
 - 3.1.7.1. Special design indicator, with meter including overweight baggage control with supervisor key, reading in increments of 1.0 pounds or 0.5 kilos to be clearly legible and the ability, to be changed as required by owner or ticket agent. Overload function, zero control, and two weights displays one for agent and one for passenger control module located within ticket counter shell or turret, special electronics to tie system together.
 - 3.1.7.2. Digital weight indicator at agent side must have LB/KG selector switch and zero reset switch, with labeling engraved in the stainless steel indicator cover plate. The indicator manufacturer serial number and scale capacity must also be engraved or permanently fastened to the cover plate. (Silk screen labeling is not acceptable). The passenger display must be fastened in place with a metal bracket (glued in place not acceptable)
 - 3.1.7.2.1. Overload: Up to 150% or APPROVED EQUAL of the scale's rate capacity.
 - 3.1.7.2.2. End Loading: Up to 100% of the scale's rate capacity.
 - 3.1.7.2.3. Accuracy: One part in 5,000, Meeting or exceeding all Handbook-44 from the Federal Agency US Department of Commerce.

Specifications for weighing devices of this class.

3.1.8. Compensated: Temperature Range: -15 degrees Fahrenheit to 150 degrees Fahrenheit.

3.2. **INSTALLATION**: No installation required.

3.3. **TRAINING**: No training required.

3.4. **WARRANTY**:

All product components shall be warranted and guaranteed for a minimum of two (2) years from delivery date by CONTRACTOR and acceptance by the Contract Administrator or their designee.

3.5. **PRODUCT MANUALS**:

Upon delivery of each passenger baggage weighing electronic scales, two (2) product manuals detailing operation, parts, and maintenance shall be included with the unit.

3.6. **FRIEGHT/SHIPPING CHARGES PASS-THRU ALLOWANCE**:

3.6.1. CONTRACTOR payment for Freight/Shipping Charges as a part of furnished equipment delivery shall be paid at the CONTRACTOR's costs.

3.6.2. The CONTRACTOR shall charge the County the same invoice prices charged by its shipping company. A copy of the CONTRACTOR's invoice(s) from its shipping company for such Freight/Shipping charges shall be submitted with the CONTRACTOR's invoice to the County for payment.

3.6.3. An estimated \$2,000.00 annually is allocated for Freight/Shipping Charges allowance.

3.7. **DELIVERY**:

3.7.1. Delivery shall be within thirty (30) calendar days of issuance of Purchase Order. Failure to meet this delivery time may deem the CONTRACTOR non-responsive.

3.7.2. Delivery shall be made to the following location unless otherwise indicated on the Purchase Order:

Broward County Aviation Department
Maintenance Division
3400 SW 2nd Avenue
Fort Lauderdale, FL 33315

3.7.3. Delivery shall be made Monday through Friday (excluding Broward County observed holidays) between 7:30 am to 3:00 pm.

4. INVOICING/PAYMENT

4.1. Payments must be made in accordance with the General Conditions of this solicitation.

4.2. Invoice must include the Broward County Purchase Order (PO) number, contact name on PO, brand name, model number, description, unit price, quantity, and extended price.

4.3. Payment will be processed after goods and services have been received, accepted, and properly invoiced. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, and/or requirement of the Contract.

- 4.4. Pass-Thru Allowances for Parts and Materials: CONTRACTOR shall invoice the County for the actual cost expended by the CONTRACTOR to purchase replacement parts and/or materials to fulfill the requirements of the Scope of Work and which have been approved in writing by the Contract Administrator or designee. This cost shall be invoiced to the County at the end of the calendar month in which the CONTRACTOR incurred it. Copy of invoice of parts/materials purchased must be submitted to the County with the invoice. The CONTRACTOR shall be reimbursed for all approved parts at invoice cost taking any discounts/rebates and similar items into consideration.
- 4.5. Pass-Thru Allowance for Freight/Shipping Charges:
 - 4.5.1. Payment for freight/shipping charges will be paid at CONTRACTOR costs.
 - 4.5.2. The CONTRACTOR shall charge the County the same invoice prices charged by its shipping company. A copy of CONTRACTOR invoice(s) from its shipping company for services shall be submitted with vendor invoice to the County for payment. The County reserves the right to request verification.
- 4.6. During the Contract term, CONTRACTOR must submit invoices to the County within 30 days of services rendered or goods accepted by the County. All outstanding invoices must be submitted by the end of each County Fiscal Year (September 30).
- 4.7. CONTRACTOR must submit final invoices for services rendered or goods accepted by the County, under the Contract term, within fifteen (15) days of the contract expiration. For example, if the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract must be submitted to County on or before July 15th.
- 4.8. CONTRACTOR failure to submit invoices pursuant to the deadlines established herein may be deemed a breach of contract and shall be a basis for the County to refuse payment.
- 4.10. In order to ensure prompt payment, all invoices and back up documentation must be sent via email to AVMInvoices@broward.org.

5. NOTICE OF NON-COMPLIANCE (CONTRACTOR COMPLAINTS)

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

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

A. Scope:

Vendors are invited to respond for an open-end contract to provide Maintenance and Repair Services of Passenger Baggage Weighing Electronic Scales, and for the purchase of new Baggage Weighing Electronic Scales for the Broward County Aviation Department.

B. Contract Type:

Requirements Contracts. This solicitation is for a requirements contract. The County will purchase all of its requirements for the stated goods or services from the Contractor (other than purchases below the Mandatory Bid Amount), and the Contractor must meet all of the County's requirements for those goods or services, limited only by any total maximum quantity stated in the solicitation and any maximum per order quantity stated in the solicitation. Quantities stated in the solicitation (if any) are estimates only, and not a guarantee of any order or total orders. So long as the County purchases all of its requirements for the stated goods or services from the Contractor (other than purchases below the Mandatory Bid Amount or as otherwise stated below in this paragraph), the failure of the County to purchase estimated quantities will not entitle Contractor to any compensation, consideration, or price adjustment. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if Contractor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract provided the County purchases the remainder of its requirements from the Contractor under the delivery terms specified in the solicitation.

The initial contract period shall start on date of award, or upon expiration of the current contract (September 6, 2022), whichever is later and shall terminate three (3) years from that date. The Director of Purchasing may renew this contract for a two additional one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

C. Price Adjustment/Escalation:

All prices, terms and conditions shall remain fixed for the initial 12-month contract period. No price/cost increases shall be accepted during this initial 12-month contract period. Following the initial 12-month period, price increases may be accepted by the Director of Purchasing in accordance with the following procedure:

Price Adjustment Clauses:

Price Escalation:

Any renewal period/term(s) which may be approved by the County shall be subject to the following: Prices for any renewal period/term(s) shall be subject to an adjustment based on vendor's cost increase not to exceed seven (7%) percent or the Consumer Price Index (CPI) whichever is lower unless the market validates a higher percent increase. Such adjustment shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) for All Items in Miami-Fort Lauderdale-West Palm Beach, FL, Series ID CUURS35BSA0, CUUSS35BSA0 (or current), Not Seasonally Adjusted as published by the U.S. Bureau of Labor Statistics, U.S. Department of Labor. Such increase should be made at the sole discretion of the County.

For any price increase, a written request must be submitted by the vendor to the County for approval a minimum of ninety (90) days prior to the 12-month anniversary or renewal

period, but not later than vendor's concurrence to renew. Documentation shall be supplied by the vendor to substantiate the increase request and to verify the amount or percentage of increase. The vendor's request shall be submitted on official company letterhead, dated and signed by an authorized company official, and include the proposed effective date and manufacturer's certification of costs.

The County may, after examination, refuse to accept the adjusted price if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted price(s) and the matter cannot be resolved to the satisfaction of the County, the Vendor shall continue the contract at the existing contracted price(s) to the end of the then current contract term.

The Purchasing Division will notify the using agencies and vendor in writing of the effective date of any increase which it approves. If a request for price increase is approved, the new price(s) will apply only to the orders placed after the County's approval, but not until the effective date of the change as proposed in Vendor's price adjustment request. In the event the price increase is not approved, the Vendor shall continue the contract at the existing contracted price(s) to the end of the then current contract term.

Any orders placed prior to the effective date will not be affected by the approved price increase and will be invoiced at the price(s) in effect at the time the order was placed. The Vendor will complete delivery and the County will receive delivery on any orders placed with the Vendor prior to the 12-month anniversary or renewal date even if no increase is approved by the County. Failure to complete delivery could cause the Vendor to be debarred from doing business with the County per the Broward County Procurement Code Section 21.73, Authority to Debar or Suspend.

Price De-escalation:

The Vendor is advised that decreases are required to be communicated immediately to the County. If subsequent to the aforementioned base period, the supplier issues revisions, supplements or replacement to the products lists, catalogs and/or price lists initially submitted reflecting a decrease in the unit price of the above item, the vendor is to notify the County of any Price Decreases within thirty (30) days of the notification from the supplier. If the vendor does not notify, the County may request a reduction in price(s) from the vendor in writing prior to contract renewal or forty-five (45) days prior to the proposed date of change.

If the vendor does not agree to the decrease, a letter must be sent to the County no later than thirty (30) days prior to the effective date of the proposed change. If the vendor fails to notify the County of the non-acceptance within the time frame, it shall mean the vendor concurs with it and the new price(s) will take effect. In the event of nonacceptance by the vendor of such revision, the contract may be deemed terminated as of the close of the business day prior to the proposed effective date of change.

D. **Specifications and Requirements:**

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

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

Vendor should submit with the bid photographs, drawings, current manufacturer's catalogues, or

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

E. Vendor Responsibilities:

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

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

F. 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 May 25, 2022. Late requests will not be considered. The County's response to Requests for Approved Equals will be issued by addendum.

G. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

H. 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 nonresponsive.
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](#).

I. Federal Transit Administration Requirements:

Not applicable to this solicitation.

J. Basis of Award:

It is the County's intent to award this contract to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. Per paragraph 7 of the General Terms & Conditions, the County reserves the right to award as deemed in its best interest.

K. Maintenance and Service Requirements

Scheduled quarterly preventative maintenance visits includes: clean, inspect, and replace parts which appear worn and in need of replacing.

All parts, labor and travel, including 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 a technician certified to inspect and maintain scales under this contract.

Repair calls to be done on an as requested basis during normal business hours; Monday – Friday, 7:00am – 5:00pm.

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 no more than four (4) hours from telephone/email notification. 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.

L. Payment:

1. If the solicitation includes an allowance amount for permits, parts on a pass thru, or other identified types of allowances, the following shall apply to payment of allowances:
 - a. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.
 - b. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
 - c. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
 - d. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
 - e. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
 - f. Allowance for Parts on a Pass Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s)

from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

M. Fixed Percentage Discount from Catalogs/Price List:

- a. Bidder shall indicate on the Item Response Form its' offered single fixed percentage discount from its published catalog/price list. The percentage discount will be used for the term of the Contract.
- b. Bidder shall provide to the County the most current published catalog/price list or provide an internet web link to the on-line prices and the pricing column, if applicable. Catalog/price list or web link should be provided at the time of submittal and must be provided within three (3) business days of County request.
- c. If a catalog/price list is updated, the current copy of that catalog/price list should be sent to the Contract Administrator and the Purchasing Agent of record, unless the catalog/price list is available on-line and can be easily found and identified by County personnel.
- d. The budget for catalog parts and materials before discount is \$16,000 annually and \$48,000 for the initial three (3) year term.
- e. All catalog parts and materials will be invoiced at list price less vendor's discount percentage quoted on the Item Response Form of this solicitation.
- f. The County reserves the right to purchase and provide parts and materials off existing County contracts if it's in the County's best interest

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

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

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

A. GENERAL PROVISIONS

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

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

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

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

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

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

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

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

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

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

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Solicitation.

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

5. Addenda.

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

6. Prices.

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

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

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

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

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

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

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

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

8. Qualifications of Vendors.

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

9. Affiliated Entities.

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

10. Resolution of Protested Solicitations and Proposed Awards.

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

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

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

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the

protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

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

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

12. Prohibited Telecommunications Equipment.

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

13. Criminal History Screening Practices.

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

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

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

The Cone of Silence begins upon the advertisement of an ITB, Request for Proposal (RFP), Request for Qualifications (RFQ), or Requests for Letter (RLI). The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

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

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

17. Contingency Fees.

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

18. Local Business Tax Receipt Requirements.

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

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 brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is

permitted," any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

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

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

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

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

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

3. Invoice and Payment.

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

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

4. Termination.

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

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

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

5. Conditions and Packaging.

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

6. Safety Standards.

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

submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

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

10. Insurance.

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

retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

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

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

12. Notice.

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

For the County:
Broward County
Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE 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, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

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

16. Equal Employment Opportunity.

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

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any

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

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

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

18. Purchase by Other Governmental Agencies.

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

19. Public Records.

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006,

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 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

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

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. 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.

21. Ownership of Documents.

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

notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

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

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

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

24. Warranties and Guarantees.

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

25. Independent Contractor.

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

26. Regulatory Capacity.

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

27. Sovereign Immunity.

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

28. Third-Party Beneficiaries.

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

29. Compliance with Laws; Code Requirements.

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

30. E-Verify.

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

31. Ownership Disclosure Form.

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

32. Amendments; Severability.

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

Rev. 4/5/2022

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

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

Title:
E-mail:
Telephone No.:

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

Generic e-mail for purchase orders:

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ N/A (if service)

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

27. Participation in Solicitation Development:

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

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

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

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

☐ Yes ☐ No

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

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

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

DOMESTIC PARTNERSHIP 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

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

**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

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 Periscope S2G.

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: _____

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

Minimum Insurance Requirements to Purchase New Baggage Scales, Maintenance and Repair Services, Delivery, Assembly and Training

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$2 mil landside \$5 mil airside	\$2 mil landside \$5 mil airside
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☒	☒	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1 mil landside \$5 mil airside	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☐ POLLUTION / ENVIRONMENTAL LIABILITY COSTS	☒	☒	If claims-made form:		
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$25k	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	☒	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:	\$25k	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County Aviation Department Ft. Lauderdale-Hollywood International Airport 320 Terminal Drive Suite 200 Fort Lauderdale, FL 33315 MX			_____ Risk Management Division		

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Question and Answers for Bid #OPN2124447B1 - Baggage Scale Maintenance and Repair Services, and Purchase of Scales

Overall Bid Questions

There are no questions associated with this bid.