

MEMORANDUM

Purchasing #15-070
April 23, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT*

From: Jeff English, Purchasing Agent *JE*

Subject: Approve piggyback contract for Community Park netting per Broward County Contract T0977904B1

Contract Need/Background

The Public Works Department requests the installation of netting around two baseball fields in Community Park. This netting will protect the citizens that are attending the game from foul balls. There will be a safety issue if the nets are not installed.

Operating as the lead agency on behalf of other government agencies, Broward County awarded Park Improvement and Construction contracts to various responsible bidders. MBR Construction, Inc. has provided the City of Pompano Beach with discounts meeting the requirements of the Broward County Contract. Broward County Contract T0977904B1 is valid through August 20, 2015. The total estimated cost of the project is \$53,080.08.

Attached you will find copies of a memo from the Parks Recreation and Cultural Arts Department, a quote from MBR Construction, and the appropriate bid document pages of Broward County Contract T0977904B1.

Funding

The Community Park netting project will be funded from the Park Baseball Net, budget account #302-7543-572.65-12/15265. The total estimated equipment purchase cost is \$53,080.08.

Award Recommendation

After review of the Broward County Contract results with the Public Works Department, it is recommended that MBR Construction, Inc. be awarded a contract for the installation of netting in Community Park, at the unit prices specified in Broward County Contract T0977904B1.

enclosures

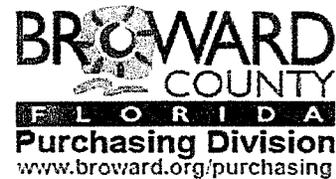
cc: file

DATE: April 20, 2015
TO: Jeffrey English, Purchasing Department
FROM: Jonathan Nasser, Interim Recreation Manager
SUBJECT: Netting for Baseball Fields – Community Park

We are looking to get netting installed at the two baseball fields located at Community Park. This netting is to prevent foul balls from hitting people that are in other areas of the park, namely the playground area. Foul balls are causing a safety concern for the small children located in the playground as well as the youth/adults playing on the other neighboring fields. The installation will consist of two horizontal backstop nets and one net down the baseline of the field adjacent to the playground. We will be utilizing funds from account 302-7543-572.65-12.

.....PROPOSAL FOR UNIT PRICE CONTRACT PURCHASE REQUISITION

Broward County Unit Price Contract: T0977904B1
 Park Improvements and Construction (Non-Sheltered Market)
 Using Agency: Highway Construction and Engineering Division
 Project Manager: Tammy Good
 Date: April 10, 2015
 Submitted By: Mike Boss



PROPOSAL REQUESTED BY: City of Pompano Beach					MBR Construction, Inc. 1020 NW 51st. Street Ft. Lauderdale, FL 33309 Phone: 954-486-8404 Fax: 954-486-9579 email: info@mbrconstruction.com	
PROJECT NAME: Netting at Community Park						
MBR PROJECT #04101501						
Commodity Code	Line Item No.	Commodity Codes 90922, 90925, 90930, 91223, 91327 and 91360 Description	Quantity	Unit of Measure	Unit Price	Total Price
91327 Group 1: Construction and Safety Preparation.						
	2	Unsuitable Soil Materials Removal and Legal Disposal	100	CY	\$24.0000	\$2,400.00
	3	Structural fill for building pads placed and compacted in 12 in. lifts	100	CY	\$36.0000	\$3,600.00
	4	Site grading	8	HR	\$78.0000	\$624.00
	23	FDOT #104, Staked Silt Barrier, Type III	400	LF	\$0.4680	\$187.20
Group 1 Subtotal						\$6,811.20
98815 Group 5: Chain Link Fencing. Refer to Technical Specifications Sections 02834, 02835, 02836, 09900, 09220 and Steel Picket Fence Details (drawings).						
	109	Color-coated Chain Link Fence, 10 ft. height	250	LF	\$43.6800	\$10,920.00
	111	Repair Existing Chain Link Fencing, labor only	40	HR	\$90.0000	\$3,600.00
	113	Bottom Rail for Chain Link Fence	1500	LF	\$3.9000	\$5,850.00
Group 5 Subtotal						\$20,370.00
98852 Group 10: Sodding and Miscellaneous Items. Refer to Technical Specifications Section 02930.						
	314	St. Augustine Sod	2000	SF	\$0.3360	\$672.00
Group 10 Subtotal						\$672.00
Group 11: Additional Personnel and Equipment.						
91484	323	Additional Construction Foreman	80	HR	\$36.7560	\$2,940.48
91484	324	Additional Laborer	240	HR	\$17.7360	\$4,256.64
97524	329	Dump Truck, Bed capacity of 16 to 19 CY. Operator, fuel and transportation included.	20	HR	\$48.0000	\$960.00
97524	332	Bucket Truck Personnel Lift to 100 ft., High Access. Operator, fuel and transportation included.	40	HR	\$162.7440	\$6,509.76
97524	333	Backhoe for Excavating and Burying of Underground Installations. Operator, fuel and transportation included.	80	HR	\$78.0000	\$6,240.00

97524	334	22T Crane for Installations to 85 ft. high and 22T Capacity. Operator, fuel and transportation included.	40	HR	\$108.0000	\$4,320.00
Group 11 Subtotal						\$25,226.88
Total Bid Price (Groups 1 thru 25)						\$53,080.08

Notes:

1. No cost for permit or any required documentation was included in this proposal.



**FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

SENT VIA EMAIL

September 5, 2012

Michael Boss, President
MBR Construction, Inc.
1020 N.W. 51 St.
Fort Lauderdale, FL 33309
Email: mbr8404@aol.com

REFERENCE: Bid No. T0977904B1, Park Improvements and Construction
Estimated Annual Award for the West park district: \$2,334,085.66

Dear Mr. Boss:

The Payment and Performance bonds and certificates of insurance have been received and approved by the County for the above referenced contract.

The contract is in effect starting on the date of award, August 21, 2012, and ending on August 20, 2013, with two optional one-year renewals. Purchase Orders will be placed as and when required.

Attached is a Microsoft Excel spreadsheet of all bid items and pricing for your use.

Thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Simmens".

Amanda Simmens, Project Manager II
Purchasing Division

Attachment: T0977904B1 Pricing List

cc: Martin Gross, Project Manager, Highway Construction and Engineering Division

SUBMIT BID TO:



Broward County Purchasing Division
 115 S. Andrews Avenue, Room 212
 Fort Lauderdale, Florida 33301-1801
 954-357-6066

BOARD OF COUNTY COMMISSIONERS
 BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

- BID WITHDRAWAL:** No Vendor may withdraw their bid before the expiration of one hundred and twenty (120) days from the date of the bid opening. Any bid submitted which alters the one hundred and twenty (120) day requirement shall be deemed non-responsive.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. April 18, 2012
 and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE
**Park Improvements and Construction
 (Non-Sheltered Market) (Re-bid)**

BID NO. **T0977904B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER
AMANDA SIMMENS (954) 367-6549

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE	TELEPHONE NO.	CONTACT PERSON
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FAX NO.	BIDDERS E-MAIL ADDRESS
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_____/_____/_____
***AUTHORIZED SIGNATURE** DATE
 (submit original in blue ink)

 PRINT NAME TITLE

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
- (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B. —** as specified in Special Instructions to bidder.
- (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
- (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
- (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Purchasing may renew this contract for a second period 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 mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.*
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
10. **PAYMENT:** Payment for all goods and services shall be made in a timely manner and in accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act and the Broward County Prompt Payment Ordinance (No. 89-49)

as amended. All applications for Payment shall be submitted to Broward County Accounting Division. Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made no later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

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

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

(c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder 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. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the

current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosivity, and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire, disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners 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. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of seven (7) business days prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of Purchasing.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** BIDDER shall at all times hereafter indemnify, hold harmless and, defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, BIDDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, BIDDER shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due BIDDER under this Agreement may

be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

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

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

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Director of Purchasing. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Director of Purchasing or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Director of Purchasing or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Director of Purchasing or the Board of County Commissioners reserves the right to

consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

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

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

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
 - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.

- (c) Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.
- (e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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

30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.

33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

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

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

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

36. **STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the vendor's responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt (formerly known as an Occupational License Tax). All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations.

The County will review the vendor's business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

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

DOCUMENT CHECKLIST:

The following items may be required to determine Bid responsiveness. Please ensure that all applicable items are completed and submitted with your Bid. Failure to meet the applicable requirements may render your Bid non-responsive. Additional information for these items can be found throughout this Bid document.

A. Bid/Addendum

- The Invitation for Bid must be signed in ink.
- If a "Must" Addendum is required, it **MUST** be acknowledged on the Bid sheet or returned with your Bid.
- If a revised Bid sheet is required, it **MUST** be returned with the Addendum.

B. Group Items

- If a "Group" is specified, you **MUST** bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.

C. County Business Enterprise (CBE) Documentation

- This solicitation includes participation goals, **ALL** appropriate documentation must be returned **with** your submittal, i.e., Schedule of Participation, Letters of Intent for each subcontractor/sub-vendor **OR** Good Faith Efforts (Attachments "C", "D" and "E")

D. Domestic Partnership

- Domestic Partnership Certification Form (Attachment "M")

E. Bid Bond/Guaranty

- You must attach an original Bid Bond executed by a surety company, or alternate form of acceptable security.

F. Licensing

- For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
- If you hold a County license, and State registration is required, your license must be registered with the State.

ADDITIONAL ITEMS:

The following documents should be submitted with your bid, but no later than five (5) business days from request of the Purchasing Agent.

A. Supplements/Attachments

- Attach copies of required licenses and certificates
- Copy of Broward County Local Business Tax Receipt (for Broward County vendors)
- The Non-Collusion Statement
- The Vendor Questionnaire
- Vendors List (Non-Certified Sub-contractors/Suppliers) – Attachment "B"
- Drug Free Workplace Certification - Attachment "K"
- Trench Safety Act form – Attachment "L"
- Litigation History Form – Attachment "N"
- Scrutinized Companies Certification Form – Attachment "P"
- Certificate(s) of Insurance, per sample attached - Attachment "Q"
- The Florida Department of State Certificate of Proof of application (see: www.sunbiz.org)

*** All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.**

PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

PARK IMPROVEMENTS AND CONSTRUCTION
(NON-SHELTERED MARKET)

LIVING WAGE SERVICE CONTRACT YES NO

SUBMISSION OF SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited on an open-end basis for **Park Improvements and Construction** for the Parks and Recreation Division and the Highway Construction and Engineering Division (HCED).

The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later, and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for two (2) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

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

2. **SPECIFICATIONS AND REQUIREMENTS:**

Technical specifications, requirements and construction drawings are attached hereto and made a part hereof as Attachment "A" Technical Specifications Manual and Drawings.

SPECIAL INSTRUCTIONS TO BIDDERS

(Continued)

NOTE: Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractors etc.) it is to be construed as the CONTRACTOR through the third party.

3. CONTINGENCY FEES:

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

4. FURTHER INFORMATION:

Bidders requiring additional information as to the technical provisions shall contact the Project Manager, Martin Gross, or his duly authorized representative from the Broward County Highway Construction and Engineering Division (HCED), at (954) 370-3810 or mgross@broward.org. Project review and work schedules shall be coordinated with the Project Manager before the commencement of work.

PRE-BID CONFERENCE

Please bring a copy of this Bid with you. Attendance at the pre-bid conference is not mandatory but provides an opportunity for bidders to clarify any concerns regarding bid requirements. Submission of a bid will be construed that the bidder is sufficiently acquainted with the bid document and the work to be performed pursuant to the bid requirements.

DATE: March 28, 2012 **TIME:** 11:30 a.m.
LOCATION: Broward County Governmental Center, Room 430
115 S. Andrews Ave., Fort Lauderdale, FL 33301

Bidders requiring information on this solicitation document should contact Amanda Simmens, Broward County Purchasing Division, at asimmens@broward.org or (954) 357-6549. **No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.**

5. SECURITY REQUIREMENTS: Not applicable to this bid.**6. INSURANCE REQUIREMENTS:** (Sample insurance certificate attached) (Attachment "Q")

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract, or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance, or a notarized letter of verification by the bidder's insurance provider which states the ability of the vendor in obtaining the required insurance, to the Purchasing Division **within five (5) business days** after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in this Section.

- 6.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
 - 6.1.1 Employers' Liability with minimum limits of One Million Dollars (\$1,000,000) each accident.
- 6.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 6.2.1 Premises-Operations.
 - 6.2.2 Explosion and Collapse Hazard.
 - 6.2.3 Underground Hazard/
 - 6.2.4 Products/Completed Operations Hazard.
 - 6.2.5 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 6.2.6 Broad Form Property Damage.
 - 6.2.7 Independent Contractors.
 - 6.2.8 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - 6.2.9 **COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County" with respect to liability** arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of COUNTY in connection with general supervision of such operation.
 - 6.2.10 **Notice of Cancellation and/or Restriction** -- The policy(ies) must be endorsed to provide Broward County with **thirty (30) days notice of cancellation** and/or restriction.
- 6.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- 6.3.1 Comprehensive Form.
 - 6.3.2 Owned Vehicles.
 - 6.3.3 Hired Vehicles.
 - 6.3.4 Non-Owned Vehicles.
 - 6.3.5 Any auto, if applicable.
 - 6.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with **thirty (30) days notice of cancellation** and/or restrictions.
 - 6.4 Professional Liability – Not applicable to this bid.
 - 6.5 Property Coverage/Builder's Risk includes Wind and Flood Insurance with a maximum deductible of Ten Thousand Dollars (\$10,000), all other perils except Wind. Wind and Flood with a deductible Five percent (5%) of completed value.
 - 6.6 Pollution and Environmental Impairment Liability – Not applicable to this bid.
 - 6.7 Installation Floater required for replacement of material, equipment, installation of projects greater than Fifty Thousand Dollars (\$50,000). All risk, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery, etc., until completion, acceptance by County and County takes possession, with a deductible of not more than Ten Thousand Dollars (\$10,000.00) each claim.
 - 6.8 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 6.1, 6.2, 6.3, 6.5 and 6.7 above **within five (5) business days** after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall state the types of policies PROVIDED, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
 - 6.9 Certificates of insurance shall be provided as specified in sub-section 6.8 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing.
7. **INDEMNIFICATION:**
BIDDER shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of BIDDER and persons employed or utilized by BIDDER in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due BIDDER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

8. **DATE STANDARDS:** Not applicable to this bid.

9. **PUBLIC BID DISCLOSURE ACT:**

Pursuant to the Public Bid Disclosure Act, all permits and fees including, but not limited to, all licenses, occupational license (or Local Business Tax Receipt), certificate of occupancy (CO), permits, impact fees or inspection fees payable BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, and disclosed in this request for bids and the amount or percentage method of all such licenses, permits and fees required by Broward County are listed below. **EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW:**

All County agencies utilizing this contract shall be responsible for paying County Commission agency permits and fees for their respective projects under this contract.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list but will be paid utilizing the applicable permitting pay item on a cost "Pass-Thru" basis, in accordance with Attachment "A" Technical Specifications Manual and Drawings, Section 01020. The Contractor is responsible for applying for permits and must contact the Project Manager to arrange for payment directly to the issuing entity.

10. **LICENSING REQUIREMENTS:**

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, **the bidder shall possess the following license(s) (including any specified State registration, if applicable) at the time of bid submittal.** Proof of licensing should be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

STATE: Certified General Contractor

OR

BROWARD COUNTY: Certified General Building Contractor - Class "A"
(Must be registered with the State)

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

11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:**

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt **within five (5) business days** after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive.

Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes

PREVIOUS CONTRACT NO. N/A

BID NO. T0977904B1

and Treasury Division at (954) 357-6200.

12. BID GUARANTY:

All bids shall be accompanied by an original Bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 14. The Bid bond must be an original, no photocopies will be accepted. In lieu of the Bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit (Attachment "H"), treasurer's check or bank draft of any national or state bank (United States), **in an amount equal to 5 percent (5%) of the total bid price**, payable to the Board of County Commissioners and conditioned upon the successful Bidder providing the Performance and Payment Guaranty and evidence of insurance within 15 calendar days after notification of award of the Contract. **A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty.** Guaranty of the successful Bidder shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

13. PERFORMANCE AND PAYMENT GUARANTY:

The Performance and Payment Guaranty will be required within approximately 15 calendar days after award and prior to issuance of a Purchase Order and Notice to Proceed. Prior to submittal of the contract to the Board of County Commissioners, Contractor shall provide the County with a statement from its Surety Company confirming that if awarded the contract, the Contractor will be provided a Payment and Performance Bond.

PERFORMANCE AND PAYMENT BOND (SURETY)

- 13.1 A Performance and Payment Bond of the form and containing all the provisions of the Performance and Payment Bond attached hereto. (Attachment "I")
- 13.2 The Bond(s) shall be in the amount of Fifty percent (50%) of the Contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to Section 14, Qualification of Surety.
- 13.3 Such Bond(s) shall continue in effect for one year after completion and acceptance of the work with liability equal to Fifty percent (50%) of the Contract price, or an additional bond shall be conditioned that the CONTRACTOR will, upon notification by the COUNTY, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
- 13.4 Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, CONTRACTOR shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County.

PERFORMANCE AND PAYMENT GUARANTY

- 13.5 In lieu of the Performance and Payment Bond, CONTRACTOR may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit (Attachment "J"). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the COUNTY for one year after completion and acceptance of the work.

14. QUALIFICATIONS OF SURETY:

14.1 A Bid Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

14.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

14.2.1 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 233.111). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

14.2.2 The County will accept a surety bond from a company with a rating of A- or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase.

14.2.3 The surety company shall have at least the following minimum ratings:

<u>Amount of Bond</u>	<u>Policyholder's Ratings</u>	<u>Financial Size Category</u>
500,001 to 1,000,000	A-	Class I
1,000,001 to 2,000,000	A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

14.2.4 For projects which do not exceed \$500,000.00, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

14.2.5 The County will accept a surety bond from a company with a rating of A- or better; provided, however, that if the surety company appears on the 'Watch List' that is published quarterly by 'Focus' of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County only if the bid amount does not increase.

15. **LIQUIDATED DAMAGES:** Not applicable to this bid.

16. **PAYMENT:**

A Purchase Order will be issued to the successful bidder(s) after award and after receipt of the documents specified herein. Payment for all goods and services shall be made in a timely manner and in accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, and the Broward County Prompt Payment Ordinance (No. 89-49), as amended. All Applications for Payment shall be submitted to the Project Manager. Final payment and release of retainage will be paid in full upon completion of all requirements.

Prior to the first Application for Payment, the CONTRACTOR shall submit to the COUNTY, a schedule of values of the various portions of the Work, aggregating the total project sum. Each item in the schedule, when approved by the COUNTY, shall be used only as a basis for the CONTRACTOR'S Application for Payment.

16.1 Partial Payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed and shall be in accordance with the following:

16.2 Payment will be made no more than once per month. At each partial progress payment, ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the COUNTY until the project is totally completed as specified and accepted.

16.3 The release of retainage shall not become due until all Work for the project is (100%) complete, including:

16.3.1 Repair and/or replacement of faulty or defective Work.

16.3.2 As-built drawings are submitted to and accepted by the County.

16.3.3 All code requirements, inspections, testing and certificates of approval are conformed with, submitted and accepted by the COUNTY.

16.3.4 The COUNTY is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the COUNTY might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the COUNTY.

16.3.5 Certificate of Occupancy is obtained and furnished to County.

16.3.6 Completion of punch list.

16.3.7 Warranties are submitted to and accepted by COUNTY.

16.3.8 Final list of Non-Certified Sub-Vendors (ATTACHMENT "G"), must be signed and notarized by CONTRACTOR. A list of all non-certified sub-vendors used must be attached to this certified document.

17. **PRICE ADJUSTMENT CLAUSES:** Not applicable to this bid.
18. **PERMITS AND FEES: (For agencies other than Broward County Commissioners)**
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.
19. **SUBCONTRACTING:**
The CONTRACTOR shall submit a listing of **ALL** non-certified subcontractors, if any, and the portion of the Project they will perform (Vendors List, Attachment "B") **within five (5) business days of request** by County and prior to award. **This list shall be kept up-to-date for the duration of the project** and shall include major material suppliers to the Prime that provide construction material for construction contracts or commodities for service contracts in excess of \$50,000 to the CONTRACTOR. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.
20. **CODE REQUIREMENTS:**
The CONTRACTOR and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.
21. **CONTRACTOR RESPONSIBILITIES:**
- 21.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his or her Bid. The CONTRACTOR 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.
- 21.2 **CONTRACTOR shall perform the Work with its own organization, amounting to not less than Twenty-five percent (25%) of the Contract Price.**
- 21.3 The Contract Administrator will document the contractor's performance by completing a Vendor Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: <http://www.broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf> and will be completed by the Contract Administrator based upon the following factors:
- i. For any fixed construction or services contract valued at \$50,000 or more upon completion of the contract.
 - ii. For any hardware or software implementation contracts valued at \$20,000 or more as part of the final acceptance.
 - iii. For any fixed commodities contract valued at \$250,000 or more upon complete delivery of the commodities.
 - iv. For Master (open-end) Agreements and other continuing contracts by each using agency whose cumulative annual usage of the agreement exceeds \$50,000, prior to any renewal, termination and upon the agreement expiration.
 - v. For Work Authorizations valued at \$30,000 or more, issued under a Library of Professional Consultant Services, a Library of Environmental Consultant Services, or other two-party agreement, upon project completion.

- vi. For contracts where the Office of Economic and Small Business Development (OESBD) has established goals, based on compliance with established goals and requirements.
- vii. The Contract Administrator may also initiate an interim evaluation at any time during the term for any contract.

21.4 Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

22. **DRUG-FREE WORKPLACE CERTIFICATION:**

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "K") should be furnished **within five (5) business days after request** by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

23. **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2) in performing any services pursuant to this Agreement."

24. **LIVING WAGE ORDINANCE:** Not applicable to this bid.

25. **PREVAILING WAGE RATES:**

On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision, a copy is attached hereto as Attachment "O", if applicable).

26. CONE OF SILENCE ORDINANCE:

26.1 The County's Cone of Silence Ordinance prohibits certain communications among vendors, county staff, selection committee members, Commissioners and their staff. Any violations of this ordinance by any members of the responding firm or its joint venture(s) may be reported to the County's Office of Professional Standards. **For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.**

Pursuant to Section 1-266, Broward County Code of Ordinances, as amended, the Cone of Silence Ordinance provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

26.2. This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.

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

27. DOMESTIC PARTNERSHIP ORDINANCE: (Attachment "M")

"Domestic Partnership Act – Ordinance No. 2011–26

Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011–26 has been amended to require all Contractors contracting with Broward County in an amount of \$100,000 or more, provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exemptions as provided by the Ordinance. See attachment titled "Domestic Partnership Certification" which **MUST** be completed and submitted at the time of bid submittal for vendor to be deemed responsive.

28. SUPPLEMENT TO PURCHASE ORDER (*Federal Funding*): Not applicable to this bid.

29. SHELTERED MARKET PROGRAM: Not applicable to this bid.

30. **COUNTY BUSINESS ENTERPRISE (CBE):**

The Broward County Business Enterprise Program (CBE Program) shall apply to this contract. The CBE Program objective is to ensure that small businesses based in Broward County are able to meaningfully participate in Broward County procurement and projects as primary contractors and as subcontractors of primary contractors. Broward County (hereafter sometimes referred to as the County) seeks to accomplish this objective through the establishment of annual and contract goals. In an effort to achieve these goals, the County requires all who respond to this solicitation to utilize or attempt to utilize CBE firms in performing the contract that will result from this bid in at least the percentage amount assigned for this bid. **The CBE participation goal assigned for this contract is 29%.**

The Office of Equal Opportunity/Office of Economic and Small Business Development maintains an online directory of CBE firms. The online directory is available for use by bidders at <https://bcegov3.broward.org/smallbusiness/sbdirectory.aspx>

Bidders shall neither prohibit a CBE firm from nor inhibit it in offering its goods or services to other bidders. A bidder may be disqualified from consideration for award under this bid if it is determined by the County that the bidder prohibited a CBE firm from or inhibited a CBE firm in offering its goods or services to other bidders that compete or that may desire to compete for award of this bid.

Compliance with the requirements of CBE participation goals is a matter of responsiveness.

To be responsive, a bidder MUST comply with the CBE Program requirements related to submission of bids. These requirements are set forth in paragraphs below and in Broward County Ordinance No. 2009-40. A copy of the Ordinance may be viewed online at:

<http://www.broward.org/econdev/SmallBusiness/Pages/cbeoverview.aspx>

The provisions set forth in *Requirements for Contracts with CBE Goals* shall be included in and shall become material terms and conditions of the contract resulting from the award of this bid.

The attachments to this Invitation for Bid are identified as follows and **MUST** be completed and returned with your bid:

- Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Sub consultant – Attachment “C”
- Schedule of (CBE) Participation – Attachment “D”
- CBE Unavailability Report (required only if the CBE participation goal is not met) – Attachment “E”

CBE REQUIREMENTS FOR SUBMITTING BIDS

A bid will not be considered responsive unless the bidder complies with the CBE participation goal established for this contract (as provided in part i below) or demonstrates that the bidder made a good faith effort to meet the CBE participation goal (as provided in Part II below) and submits the required information with the bid.

PART I. CBE GOAL COMPLIANCE

Bidders must comply with the CBE participation goal established for this bid and must submit all forms required by items (1) through (5) with the bid submittal in order to be responsive under this Part.

The forms submitted shall only address the base bid. No alternate bid item(s) shall be addressed. If CBE participation for alternate bid item(s) is required, the participation shall be addressed after bid opening as follows:

Certain projects may include alternate bid item(s) for which a bidder is required to submit a bid and for which the County reserves the right to award after bid opening. If the County chooses to exercise the right to award alternate bid item(s), the CBE participation goal for this bid shall apply to the alternate bid item(s) to be awarded, and the County shall issue a CBE notice to the apparent successful bidder which shall require the bidder to comply with the CBE participation goal for the alternate bid item(s). Prior to award, the apparent successful bidder shall submit to the County all forms required by the CBE notice applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms may result in the bidder being deemed non-responsive and rejection of the bid.

- (1) The following information must be submitted for each CBE firm that the bidder proposes to utilize if awarded this bid:
 - a. The names and addresses of each CBE firm that will participate in the contract resulting from this bid;
 - b. A description of the work that each CBE firm will perform;
 - c. The dollar and percentage amount of the participation each CBE firm will receive under the contract resulting from this bid;
 - d. Signed and sworn or affirmed acknowledgement before a notary public of the bidder's commitment to use each CBE firm whose participation the bidder submits for the purpose of meeting the contract participation goal; and
 - e. Signed and sworn or affirmed acknowledgement before a notary public from each CBE firm that it will participate in the contract as provided in (1)b. and (1)c. above.

The information required in (1), above, shall be submitted titled "Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Sub consultant" and titled "Schedule of (CBE) Participation." Any change of a proposed CBE firm after bid opening but prior to award shall be by utilization of another CBE firm or firms certified by the Office of Economic and Small Business Development to perform at least the same percentage of work that was to be performed by the CBE firm being replaced.

- (2) If the bidder is a joint venture that includes a CBE firm as a joint venturer, a "Joint Venture Eligibility Application" must be submitted with the bid either in addition to the "Letter of Intent to Utilize County Business Enterprise (CBE) Subcontractor/Sub consultant" and "Schedule of (CBE) Participation" if credit is desired for the CBE firm that is a participant in the joint venture. A joint venture that includes a CBE firm as a bidder will be credited with CBE participation on the basis of the percentage of work to be performed by the CBE firm or the percentage of profit to accrue to the CBE firm. For example, if a joint venture that

CBE REQUIREMENTS FOR SUBMITTING BIDS

(Continued)

includes a CBE firm that is proposed to perform fifty percent (50%) of a project quoted at \$500,000 and fifty percent (50%) of the profits are to accrue to the CBE firm in the joint venture, the CBE firm's participation will be credited as fifty percent (50%) of the work or \$250,000.

- (3) A CBE firm that bids to provide the goods or services will be credited with CBE participation for that portion of the contract work that the CBE firm performs and for that portion subcontracted to other CBE firms. That is, in determining whether a CBE firm that is bidding has met the contract participation goal, the amount of contract participation by the bidding CBE firm shall be included in calculating the total CBE participation under the contract. For example, if a bidding CBE firm proposes to perform fifty percent (50%) of the work quoted at \$500,000 and to subcontract twenty-five percent (25%) to a non-CBE firm and twenty-five percent (25%) to a CBE firm, the CBE participation will be credited at seventy-five percent (75%) or \$375,000.
- (4) A bidder may also count expenditures for materials and supplies towards its CBE participation goals if the supplier or manufacturer is a CBE firm, and if the CBE firm is under contract with the bidder to provide the materials and supplies.
- (5) A bidder must include the information required by (1) through (4) above with its sealed bid response.

PART II. DETERMINATION OF GOOD FAITH EFFORT

A bidder may be determined responsive despite the failure of the bidder to meet the contract participation goal for this bid if the bidder provides sufficient documentation of its good faith effort to meet the goal at the time the bidder submits its bid.

A good faith effort to meet the CBE contract participation goal shall be based on compliance with items (1) and (2) below; however, in determining whether a bidder has made a good faith effort, the County may take into account the response of other bidders regarding the contract participation goal. For example, when the apparent successful bidder fails to meet the contract participation goal, but others meet it, it is proper to question whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average CBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence that the apparent successful bidder made a good faith effort. In addition, the quality, quantity, and intensity of the various efforts made by the bidder shall be considered in determining whether a bidder has made a good faith effort to meet the goal. In all cases, final determination of the sufficiency of a bidder's good faith effort may be made by the Board of County Commissioners.

- (1) A bidder who has made a good faith effort but failed to meet the contract participation goal established for this bid shall complete and submit a "CBE Unavailability Report" at the time the bidder submits its bid. Bidders who submit a CBE Unavailability Report with their bid must demonstrate the reasonable efforts they made to meet the goal by submitting adequate documentation.
- (2) A bidder shall support its demonstration of good faith effort by submitting a detailed written statement or statements of its effort together with adequate documentation of such effort. A bidder may demonstrate good faith efforts by reporting and documenting the activities undertaken, which may include, but are not limited to, the following:

CBE REQUIREMENTS FOR SUBMITTING BIDS

(Continued)

- a. Specifically soliciting CBE firms (or firms that are eligible for CBE certification) that have the capability to perform portions of the contract work. For example, a bidder should consider soliciting such CBE firms while in attendance at pre-bid meetings, or by targeted advertising, or by written notices. The bidder must solicit CBE firms in a timely manner to allow them to adequately respond to the solicitation. The bidder must take appropriate steps to follow up its solicitation of CBE firms.
- b. Identifying portions of the work required by the bid that can reasonably be performed by a CBE firm. This may include, where appropriate, separating work items into economically feasible units to facilitate CBE participation, even when the bidder might otherwise prefer to perform the work with its own forces.
- c. Providing each interested CBE firm with adequate information about the plans, specifications, and requirements of the work in a timely manner.
- d. Negotiating in good faith with each interested CBE firm. Evidence of such negotiation should include the names, addresses, and telephone numbers of CBE firms that were considered; a description of the information provided to the CBE firm regarding the plans and specifications for the work selected for subcontracting; and evidence as to why there is not a current agreement with the interested CBE firm to perform the work.
- e. Use of good business judgment regarding a number of factors in negotiating with all subcontractors, including CBE firms, and in considering such subcontractors' price and capabilities. The fact that there may be additional costs involved in subcontracting with CBE firms is not in itself a sufficient good faith effort that justifies a bidder's failure to meet the CBE contract participation goal, if such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made by the Office of Economic and Small Business Development, in consultation with the County's Purchasing Division.
- f. If a CBE firm is rejected as unqualified to perform desired work, such rejection must be for sound reasons and occur only after a diligent investigation of the CBE firm's capabilities.

REQUIREMENTS FOR CONTRACTS WITH CBE GOALS

The terms and conditions set forth in *Requirements for Contracts with CBE Goals* shall be binding upon the successful bidder and shall be additional terms of the contract resulting from the award of this bid. The terms and conditions set forth in *Requirements for Contracts with CBE Goals* shall also be included in each subcontract that the successful bidder executes with a subcontractor in fulfillment of the contract resulting from the award of this bid.

For purposes of *Requirements for Contracts with CBE Goals*: (a) "Contractor" shall mean the successful bidder for this Invitation For Bids; (b) "CBE Subcontractor" shall mean each CBE firm included in the Contractor's bid and the resulting contract, and the CBE Subcontractor is certified in accordance with the CBE Program; (c) "Contract Administrator" shall mean the County's representative assigned to manage the contract resulting from award of this bid.

1. No party to this contract shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy or gender identity and expression in the performance of this contract.

REQUIREMENTS FOR CONTRACTS WITH CBE GOALS

(Continued)

2. The Contractor shall comply with all applicable requirements of the Broward County Business Enterprise (CBE) Program in the award and administration of this contract. Failure by the Contractor to carry out any of the CBE Program requirements shall constitute a material breach of this contract, which shall permit the County to terminate the contract or to exercise any other remedy available under the contract, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.
3. The Contractor shall not terminate a CBE Subcontractor listed as a subcontractor without cause unless the Contractor has received the County's prior written consent.
4. If a CBE Subcontractor is terminated for any reason, the Contractor shall make good faith efforts to find another CBE to perform the work to be performed by the original CBE Subcontractor.
5. The County shall have the right to review each proposed amendment, extension, modification, or change order to this contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial contract price by ten percent (10%) or Fifty Thousand Dollars (\$50,000), whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this contract. The Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.
6. The Contractor shall allow the County to engage in on-site reviews to monitor the Contractor's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development.
7. Upon award or execution of this contract by the County, the Contractor shall enter into a formal contract with the CBE firms the Contractor selected to fulfill the CBE participation goal for this contract.
8. The Contractor shall submit monthly reports regarding compliance with its CBE obligations to the Contract Administrator with its partial pay request. The monthly reports shall be submitted on a form which may be obtained at the Office of Economic and Small Business Development.
9. The Contractor shall inform the County immediately when a CBE Subcontractor is not able to perform or if the Contractor believes the CBE Subcontractor should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of the Contractor to substitute the CBE Subcontractor with another CBE Subcontractor. The Contractor may change its CBE Subcontractor only upon receiving the prior approval of the Office of Economic and Small Business Development.
10. The Contractor acknowledges that the Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE program which shall become applicable to this contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to the Contractor.
11. If the Contractor fails to comply with the requirements of County's Business Enterprise Act of 2009, the County reserves the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this contract or under applicable law.

31. PREFERENCES:**30.1 LOCAL PREFERENCE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, **in an area zoned for the conduct of such business**, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

30.2 RECYCLE PREFERENCE: Not applicable for this bid.

32. BATTERY DISPOSAL:

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

33. CONTRACTOR PERFORMANCE REVIEW:

Bidder/CONTRACTOR: An interim performance evaluation of the successful Bidder/CONTRACTOR may be submitted by the Contract Administrator during the performance of this contract. A final performance evaluation shall be submitted upon expiration of the contract. The completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful Bidder/CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

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

35. DUN & BRADSTREET REPORT REQUIREMENT:

The submittal of a Dun & Bradstreet Report(s) (D&B Report) may be necessary for this bid as a condition for award. If required, the Contractor should have the D&B Report submitted to the County within ten (10) days of the County's request. The Contract Administrator for this project will determine the need for and the type of D&B Report as soon as possible after bid opening. If implemented, the cost for the D&B Report will be paid for by the County as a pass-thru cost (no markup will be allowed and invoice verification of cost will be required). For any further information you require, please contact Dun & Bradstreet at:

Phone Number: (800) 234-3867
Fax Number: (610) 807-1075

NOTE: The County may elect to utilize a report submitted by the bidder if issued within the previous six (6) months.

36. **E-VERIFY PROGRAM CERTIFICATION:** Not applicable to this bid as State funds will not be utilized for this contract.

37. **TRENCH SAFETY ACT:**
The Trench Safety Act (TSA) will apply to any individual project that has trenches in excess of 5 feet deep. Attachment "L", Trench Safety Act form, should be completed and submitted with the bid but must be completed and submitted within five (5) calendar days of request by County and prior to award. The Bidder, by virtue of the bid submission, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

38. **NON-COLLUSION STATEMENT:**
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), Fla. Stat. (2011), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any relationship by leaving the above section blank, the County will take this to mean the vendor means no such relationships exist.

NAME OF COMPANY: _____

