

Meeting Date: 2/9/2016

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Workshop

SHORT TITLE Approval to purchase Electrical MRO Supplies as needed from World Electric Supply, Inc. and Meyer Electric Supply Company, Inc. in the estimated annual amount of \$150,000 from budgeted funds in the Building Maintenance Repair and Maintenance account per Broward County Contract Y1104912B1.

Summary of Purpose and Why:

The Building Maintenance Division requests approval to purchase Electrical Maintenance, Repair and Operations (MRO) Supplies, as needed, from World Electric Supply, Inc and Meyer Electric Supply Company, Inc. Broward County issued bid Y1104912B1 February 2013 and awarded contracts to World Electric Supply, Inc and Meyer Electric Supply Company, Inc. The contract is valid through September 9, 2016. Awarded vendor World Electric Supply, Inc. is a Pompano Beach business. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Robert McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: as needed, from budgeted funds in account 001-3060-530.46-10, Repair and Maintenance / Land. Buildings, Improvements.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/28/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>1/26/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>2/1/16</u>	<u>Approve</u>	<u>[Signature]</u>
Budget	<u>2/1/16</u>	<u>Approve</u>	<u>[Signature]</u>

City Manager [Signature] [Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	
<u>Workshop</u>			
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #16-045
January 26, 2016

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Approval to Piggyback Broward County Contract Y1104912B1 for Electrical MRO Supplies

Contract Need/Background

The Building Maintenance Division requests approval to purchase Electrical Maintenance, Repair and Operations (MRO) Supplies, as needed, from World Electric Supply, Inc and Meyer Electric Supply Company, Inc. Broward County issued bid Y1104912B1 February 2013 and awarded contracts to World Electric Supply, Inc and Meyer Electric Supply Company, Inc. The contract is valid through September 9, 2016.

Attached you will find copies of a memorandum from the Public Works Department and the Broward County Agreement Listing World Electric Supply, Inc. and Meyer Electric Supply Company, Inc. and the Broward County Bid Document, which includes the bid tabulation.

Funding

Electrical MRO Supply purchases will be funded from account 001-3060-530.46-10 Repair and Maintenance / Land. Buildings, Improvements. Based upon usage the estimated expense will be \$150,000.00 per fiscal year.

Market Research

Awarded vendor World Electric Supply, Inc. is a Pompano Beach business.

Award Recommendation

After review of the Broward County bid and it is recommended that World Electric Supply, Inc and Meyer Electric Supply Company, Inc. be awarded a contract for the purchase of Electrical MRO Supplies at the prices specified in the Broward County Bid Y1104912B1.

enclosures

cc: file



Memorandum

To: Otis Thomas, General Services Director

From: Hal Beard, Assistant Public Works Director 

Cc: Robert McCaughan, Public Works Director 

Subject: Piggyback Broward County Electrical MRO Supplies Bid #Y1104912B1

Date: January 26, 2016

Electrical MRO Supplies

The Building Maintenance Division uses electrical supplies to repair City facilities and associated ancillary items such as exterior lighting and streetlights. An example of the different items would be LED lighting, bathroom hand dryers and streetlight fixtures and poles. The Building Maintenance Division would like to piggyback on the Broward County contract to purchase streetlights, new decorative lighting and other electrical supplies as needed.

Procurement Background:

Broward County Board awarded World Electric Supply Inc. and Meyer Electric Supply Company the competitively bid contract #Y1104912B1 to supply Electrical MRO Supplies on September 10, 2013 for a term of three (3) years ending on September 9, 2016.

Recommendation:

Public Works Department recommends approving the piggyback of the Broward County contract #Y1104912B1 for the Building Maintenance Division to purchase electrical supplies as need to repair City facilities and exterior lighting. Annual expenditures will be approximately \$150,000.00 from account 001-3060-530-46.10

Cc: Roger Palermo, Building Maintenance Manager
File

Lead Agency Contact (Contact Unit Mgr if Incorrect)

FOLDER # 1104912

Initial Award Authority / Agenda Item -> 33

Award Amt-> 1,305,230.00

Ellie O'Connell Phone - 954-831-0935

Initial Award Date -> 09/10/13

Award # 33

MA ID #	Document Description	Current Status ->	MA Start Date	MA End Date	Not to Exceed	Amount Ordered	Unit	eoconnell@broward.org
Y1104912B1	Electrical MRO Supplies		09/10/13	09/09/16	\$4,195,190.75	\$2,611,724.35	Y	

Vend #-AddrID-ContactID	Legal Name	Vendor Contact Name	Vendor Contact Email	Vendor Ph #	Mobile / Pager #	Emergency/Pager #
1-VC0000030605-ADDR00-CONT00	MAYER ELECTRIC SUPPLY COMPANY INC	JIM CHRISTIAN	JCHRISTIAN@MAYERELECTRIC.COM	800-966-2937	813-833-5391	

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	28599	ALPHA WIRE - 55% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$199,207.94	\$197,357.93
2	28599	APPLETON ELECTRIC - 41% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$1,298.09	\$138.27
3	28599	AUTOMATIC TIMING AND CONTROLS (ATC) - 23% DISCOUNT: ATC List Price	Svc	0		0.0000	\$0.00	\$22,564.91	\$22,564.91
4	28599	AMERICAN INSULATED - 60% DISCOUNT: Trade Service (Southwire)	Svc	0		0.0000	\$0.00	\$2,072.40	\$1,114.67
5	28599	BARKSDALE - 25% DISCOUNT: Barksdale Price List	Svc	0		0.0000	\$0.00		
6	28599	BRIDGEPORT FITTINGS - 70% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$2,390.28	\$2,288.29
7	28599	CAROL - 55% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,566.98	\$3,566.98
8	28599	COOPER BUSSMAN - 68% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$4,487.65	\$4,009.65
9	28599	COOPER CROUSE HINDS - 40% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$6,413.10	\$5,885.10
10	28599	DWYER INSTRUMENTS - 25% DISCOUNT: Dwyer Price List	Svc	0		0.0000	\$0.00	\$9,503.43	\$6,690.93
11	28599	DATAKOM ELECTRONICS - 27% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,410.00	\$3,410.00
12	28599	EMERSON ELECTRIC - 50% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$147,855.46	\$142,248.39
13	28599	FERRAZ SHAWMUT/MERSEN - 68% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$6,147.28	\$6,147.28
14	28599	GENERAL ELECTRIC - 60% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$517,659.80	\$490,758.82
15	28599	HOYT ELECTRICAL - 25% DISCOUNT: Hoyt Price List	Svc	0		0.0000	\$0.00		
16	28599	IDEAL INDUSTRIES - 40% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$11,075.07	\$10,882.72
17	28599	INTERMATIC - 41% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,713.45	\$3,398.45
18	28599	LEVITON - 53% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$8,234.39	\$7,549.39
19	28599	LITTELFUSE - 68% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$21,978.26	\$18,098.26
20	28599	RACO - 68% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00		
21	28599	RELIANCE CONTROLS - 30% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$37,703.80	\$37,703.80
22	28599	ROBERTSHAW/FIREX PARAGON - 30% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00		
23	28599	SCHNEIDER ELECTRIC - 40% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$30,722.50	\$30,721.60
24	28599	SQUARE D - 50% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$204,007.53	\$170,935.42
25	28599	STEEL CITY KINDORF - 73% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$10,314.97	\$6,763.82
26	28599	SUPERSTRUT - 60% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$122.00	0

Lead Agency Contact (Contact Unit Mar if Incorrect)

Ellie O'Connell Phone - 954-831-0935

FOLDER # 1104912

Initial Award Authority / Agenda Item -> 33

Award Amt-> 1,305,230.00

Initial Award Date -> 09/10/13

Award # 33

MA ID #	Document Description	Current Status ->	MA Start Date	MA End Date	Not to Exceed	Amount Ordered	Unit	eoconnell@broward.org
Y1104912B1	Electrical MRO Supplies		09/10/13	09/09/16	\$4,195,190.75	\$2,611,724.35	Y	

Vend #-AddrID-ContactID

Legal Name

Vendor Contact Name

Vendor Contact Email

Vendor Ph #

Mobile / Pager #

Emergency/Pager #

1-VC0000030605-ADDR00-
CONT00

MAYER ELECTRIC SUPPLY COMPANY INC

JIM CHRISTIAN

JCHRISTIAN@MAYERELECTRIC.COM

800-966-2937

813-833-5391

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
27	28599	SYLVANIA/OSRAM - 86% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$88,995.19	\$82,320.01
28	28599	UNISTRUT - 70% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$8.28	\$8.28
29	28599	WIRE: COPPER, VARIOUS TYPES - 70% DISCOUNT: Trade Service (Code 00000)	Svc	0		0.0000	\$0.00	\$17,969.99	\$17,964.09
30	28599	This contract is approved for P-card use.	Svc	0		0.0000	\$0.01		
Vendor Total								\$1,361,422.75	\$1,272,527.06

Lead Agency Contact (Contact Unit Mgr if Incorrect)

FOLDER # 1104912 Initial Award Authority / Agenda Item -> 33 Award Amt-> 1,305,230.00 Ellie O'Connell Phone - 954-831-0935
 Initial Award Date -> 09/10/13 Award # 33
 MA ID # Document Description Current Status -> MA Start Date MA End Date Not to Exceed Amount Ordered Unit eoconnell@broward.org
 Y1104912B1 Electrical MRO Supplies 09/10/13 09/09/16 \$4,195,190.75 \$2,611,724.35 Y

Vend #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 2-VC0000115578-AD002-P C002 WORLD ELECTRIC SUPPLY INC STEVE PERSAUD STEVE.PERSAUD@WORLDELECTRICSSUPPLY.COM 954-979-1960 954-444-5054

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit(MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	28599	3M - 35% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$36,367.26	\$27,420.59
2	28599	AMERICAN POWER CONVERSION (APC) - 20% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$37,887.44	\$37,887.44
3	28599	**Do Not Use** ALLEN BRADLEY/ROCKWELL AUTOMATION- 20% DISCOUNT: Allen Bradley/Rockwell Automation Price List	Svc	0		0.0000	\$0.00	\$55,674.66	\$55,234.75
4	28599	BARNES ELECTRICAL - 19% DISCOUNT: Barnes Electrical Price List	Svc	0		0.0000	\$0.00	\$723,371.41	\$593,082.70
5	28599	EATON CUTLER HAMMER - 59% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$62,473.56	\$62,473.56
6	28599	GARDNER BENDER (GB) - 45% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$49,484.70	\$49,484.70
7	28599	GREENLEE TEXTRON - 25% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$1,931.02	\$1,931.02
8	28599	HOFFMAN - 60% DISCOUNT: Trade Service (Pentair)	Svc	0		0.0000	\$0.00	\$604.80	\$604.80
9	28599	HONEYWELL - 20% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$26,822.62	\$24,544.38
10	28599	PANDUIT - 60% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$5,601.62	\$5,101.84
11	28599	POTTER & BRUMFIELD (P&B) - 50% DISCOUNT: Trade Service (Siemens)	Svc	0		0.0000	\$0.00	\$2,608.46	\$2,608.46
12	28599	THOMAS & BETTS - 50% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$19,400.78	\$17,422.47
13	28599	WESTINGHOUSE - 55% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$102,751.33	\$101,952.03
14	28599	WHEATLAND TUBE - 65% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$26,516.91	\$22,581.25
15	28599	WIREMOLD - 30% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$5,705.27	\$4,208.97
16	28599	This contract is approved for P-card use.	Svc	0		0.0000	\$0.01		
17	28599	LITHONIA LIGHTING - 76% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$29,512.66	\$28,124.61
18	28599	TCP LIGHTING - 69% DISCOUNT: TCP A4 Price Sheet	Svc	0		0.0000	\$0.00	\$6,374.52	\$3,053.76
19	28599	PHILLIPS LIGHTING - 88% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$55,303.18	\$39,152.58
20	28599	UNIVERSAL LIGHTING TECHNOLOGY - 88% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$1,909.40	\$1,485.00
Vendor Total								\$1,250,301.60	\$1,078,354.91

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
125 - Public Works - Facilities Maintenance	179	429,074.60	403,651.94
126 - Public Works - Water And Wastewater	101	593,348.56	533,132.18

Renewals				
Ln #	Length	Unit	Starts	Expires
1	1	Years	09/10/14	09/09/15

FOLDER # 1104912

Initial Award Authority / Agenda Item -> 33

Award Amt-> 1,305,230.00

Lead Agency Contact (Contact Unit Mar if Incorrect)

Ellie O'Connell Phone - 954-831-0935

Initial Award Date -> 09/10/13

Award # 33

MA ID #	Document Description	Current Status ->	MA Start Date	MA End Date	Not to Exceed	Amount Ordered	Unit	eoconnell@broward.org
Y1104912B1	Electrical MRO Supplies		09/10/13	09/09/16	\$4,195,190.75	\$2,611,724.35	Y	

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
127 - Public Works - Transportation	43	311,261.11	283,821.09
25 - Libraries, Parks and Cultural	15	151,509.80	137,872.40
400 - Aviation	100	820,402.88	713,681.33
470 - Port Everglades	52	306,127.40	278,723.03
Department Totals	490	2,611,724.35	2,350,881.97

2	1	Years	09/10/15	09/09/16
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Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

Date Bid Posted: 2/8/2013
 Date Bid Opened: 2/20/2013
 Bid Submittals: 8
 Declinations: 1



BEST AND FINAL OFFER SUBMITTALS Awarded by the Broward County Board on September 10, 2013, Item No. 33

Tabulation of Bids			T.I. Electric-USA, Inc. 2724 Shawnee Avenue West Palm Beach, FL 33409		W.W. Grainger 2131 S.W. 2 Street Pompano Beach, FL 33069	
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount	Single Fixed Percentage Discount	Amount with Applied Discount
1	3 M	\$33,350				See Vendors Price List
2	ABB	\$435,000				See Vendors Price List
3	Alpha Wire	\$1,450				See Vendors Price List
4	American Power Conversion (APC)	\$33,350				See Vendors Price List
5	Appleton Electric	\$3,625				See Vendors Price List
6	Automatic Timing and Controls (ATC)	\$33,350				See Vendors Price List
7	Allen-Bradley/Rockwell Automation	\$152,250				See Vendors Price List
8	American Insulated	\$5,800				See Vendors Price List
9	Barksdale	\$11,600				See Vendors Price List
10	Barnes Electrical	\$3,050				See Vendors Price List
11	Bridgeport Fittings	\$1,450				See Vendors Price List
12	Carol	\$21,750				See Vendors Price List
13	Cooper Bussmann	\$5,800				See Vendors Price List
14	Cooper Crouse - Hinds	\$232,000				See Vendors Price List
15	Dwyer Instruments	\$50,750				See Vendors Price List
16	Datacom Electronics	\$17,400				See Vendors Price List
17	Eaton Cutler Hammer	\$118,900				See Vendors Price List
18	Emerson Electric	\$159,500				See Vendors Price List
19	Ferraz Shawmut/Mersen	\$1,450				See Vendors Price List
20	Gardner Bender (GB)	\$1,450				See Vendors Price List
21	General Electric	\$551,000				See Vendors Price List
22	Greenlee Textron	\$1,450				See Vendors Price List
23	Hoffman	\$18,850				See Vendors Price List
24	Honeywell	\$72,500				See Vendors Price List
25	Hoyt Electrical	\$10,150				See Vendors Price List
26	Ideal Industries	\$29,000		Varied See Allo Product Codes		See Vendors Price List
27	Intermatic	\$21,750				See Vendors Price List
28	Leviton	\$14,500				See Vendors Price List
29	Littelfuse	\$36,250				See Vendors Price List
30	Panduit	\$24,650				See Vendors Price List
31	Potter & Brumfield (P&B)	\$24,650				See Vendors Price List
32	Raco	\$1,450				See Vendors Price List
33	Reliance Controls	\$39,150				See Vendors Price List
34	Robertshaw/Firex Paragon	\$8,700				See Vendors Price List
35	Schneider Electric	\$50,750				See Vendors Price List
36	Square D	\$275,500				See Vendors Price List
37	Steel City Kindorf	\$1,450				See Vendors Price List
38	Superstrut	\$1,450				See Vendors Price List
39	Sylvania/Osram	\$406,000				See Vendors Price List
40	Thomas & Betts	\$101,500				See Vendors Price List
41	Unistrut	\$11,600				See Vendors Price List
42	Westinghouse	\$5,800				See Vendors Price List
43	Wheatland Tube	\$2,900				See Vendors Price List
44	Wiremold	\$5,800	20%	Trade Price Sheet C83		See Vendors Price List
45	Wire, Copper, Various Types	\$246,500				See Vendors Price List
Total:				\$0.00		\$0.00

REJ¹

REJ¹

REJ¹ = Rejected, Bidders non-responsive to bid requirements.
 REJ² = Rejected, Change in specifications.
 AWD = Recommendation for Award.
 (A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

BEST AND FINAL OFFER SUBMITTALS Awarded by the Broward County Board on September 10, 2013, Item No. 33

Tabulation of Bids			Miller Bearings, Inc. 4621 Powerline Road Fort Lauderdale, FL 33309		Florida Bearings, A Division of Raman Industrial Technologies Corp. 150 S. Pine Island Road Suite 260 Plantation, FL 33324		Mayer Electric Supply Company, Inc. 6101 E. Adamo Tampa, FL 33619				
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount	
1	3 M	\$33,350							32%	\$22,678.00	
2	ABB	\$435,000	49%	\$221,850.00	REJ ²	41%	\$256,650.00	REJ ²	35%	\$282,750.00	REJ ²
3	Alpha Wire	\$1,450							55%	\$652.50	AWD
4	American Power Conversion (APC)	\$33,350							20%	\$26,680.00	
5	Appleton Electric	\$3,625							41%	\$2,138.75	AWD
6	Automatic Timing and Controls (ATC)	\$33,350							23%	\$25,679.50	AWD
7	Allen-Bradley/Rockwell Automation	\$152,250							19%	\$123,322.50	
8	American Insulated	\$5,800							60%	\$2,320.00	AWD
9	Barksdale	\$11,600							25%	\$8,700.00	AWD
10	Barnes Electrical	\$3,050							18%	\$2,501.00	
11	Bridgeport Fittings	\$1,450							70%	\$435.00	AWD
12	Carol	\$21,750							55%	\$9,787.50	AWD
13	Cooper Bussmann	\$5,800							68%	\$1,856.00	AWD
14	Cooper Crouse - Hinds	\$232,000							40%	\$139,200.00	AWD
15	Dwyer Instruments	\$50,750							25%	\$38,062.50	AWD
16	Datacom Electronics	\$17,400							27%	\$12,702.00	AWD
17	Eaton Cutler Hammer	\$118,900							59%	\$48,749.00	
18	Emerson Electric	\$159,500							50%	\$79,750.00	AWD
19	Ferraz Shawmut/Mersen	\$1,450							68%	\$464.00	AWD
20	Gardner Bender (GB)	\$1,450							26%	\$1,073.00	
21	General Electric	\$551,000							60%	\$220,400.00	AWD
22	Greenlee Textron	\$1,450							25%	\$1,087.50	
23	Hoffman	\$18,850							40%	\$11,310.00	
24	Honeywell	\$72,500							15%	\$61,625.00	
25	Hoyt Electrical	\$10,150							25%	\$7,612.50	AWD
26	Ideal Industries	\$29,000							40%	\$17,400.00	AWD
27	Intermatic	\$21,750							41%	\$12,832.50	AWD
28	Leviton	\$14,500							53%	\$6,815.00	AWD
29	Littelfuse	\$36,250							68%	\$11,600.00	AWD
30	Panduit	\$24,650							45%	\$13,557.50	
31	Potter & Brumfield (P&B)	\$24,650							25%	\$18,487.50	
32	Raco	\$1,450							68%	\$464.00	AWD
33	Reliance Controls	\$39,150							30%	\$27,405.00	AWD
34	Robertshaw/Firex Paragon	\$8,700							30%	\$6,090.00	AWD
35	Schneider Electric	\$50,750							40%	\$30,450.00	AWD
36	Square D	\$275,500							50%	\$137,750.00	AWD
37	Steel City Kindorf	\$1,450							73%	\$391.50	AWD
38	Superstrut	\$1,450							60%	\$580.00	AWD
39	Sylvania/Osram	\$406,000							86%	\$56,840.00	AWD
40	Thomas & Betts	\$101,500							50%	\$50,750.00	(A)
41	Unistrut	\$11,600							70%	\$3,480.00	AWD
42	Westinghouse	\$5,800							50%	\$2,900.00	
43	Wheatland Tube	\$2,900							63%	\$1,073.00	
44	Wiremold	\$5,800							25%	\$4,350.00	
45	Wire, Copper, Various Types	\$246,500							70%	\$73,950.00	AWD
Total:				\$221,850.00			\$256,650.00			\$1,608,702.25	(A)

REJ²

REJ²

Best and Final Total	\$935,808.25
	AWD

REJ¹ = Rejected, Bidders non-responsive to bid requirements.

REJ² = Rejected, Change in specifications.

AWD = Recommendation for Award.

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

BEST AND FINAL OFFER SUBMITTALS

Awarded by the Broward County Board on September 10, 2013, Item No. 33

Tabulation of Bids			Graybar Electric Company, Inc. 1235 N.W. 21 Street Pompano Beach, FL 33069			World Electric Supply, Inc. 2151 Blount Road Pompano Beach, FL 33069			Mercedes Electric Supply, Inc. 8550 N.W. South River Drive Miami, FL 33166		
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount	
1	3 M	\$33,350	31%	\$23,011.50	(A)	35%	\$21,677.50	AWD	20%	\$26,680.00	
2	ABB	\$435,000				35%	\$282,750.00	REJ ²	5%	\$413,250.00	REJ ²
3	Alpha Wire	\$1,450	10%	\$1,305.00		20%	\$1,160.00		10%	\$1,305.00	
4	American Power Conversion (APC)	\$33,350	39.5%	\$20,176.75	(A)	20%	\$26,680.00	AWD	10%	\$30,015.00	
5	Appleton Electric	\$3,625	10%	\$3,262.50	(A)	20%	\$2,900.00		15%	\$3,081.25	
6	Automatic Timing and Controls (ATC)	\$33,350	10%	\$30,015.00		20%	\$26,680.00		5%	\$31,682.50	
7	Allen-Bradley/Rockwell Automation	\$152,250				20%	\$121,800.00	AWD	2%	\$149,205.00	
8	American Insulated	\$5,800	27%	\$4,234.00		30%	\$4,060.00		10%	\$5,220.00	
9	Barksdale	\$11,600	0%	\$11,600.00		15%	\$9,860.00		5%	\$11,020.00	
10	Barnes Electrical	\$3,050	0%	\$3,050.00		19%	\$2,470.50	AWD	5%	\$2,897.50	
11	Bridgeport Fittings	\$1,450	68%	\$464.00		50%	\$725.00		10%	\$1,305.00	
12	Carol	\$21,750	10%	\$19,575.00		45%	\$11,962.50		10%	\$19,575.00	
13	Cooper Bussmann	\$5,800	61%	\$2,262.00		30%	\$4,060.00		10%	\$5,220.00	
14	Cooper Crouse - Hinds	\$232,000	32%	\$157,760.00		30%	\$162,400.00		5%	\$220,400.00	
15	Dwyer Instruments	\$50,750	0%	\$50,750.00		20%	\$40,600.00		5%	\$48,212.50	
16	Dalacom Electronics	\$17,400				20%	\$13,920.00		5%	\$16,530.00	
17	Eaton Cutler Hammer	\$118,900				59%	\$48,749.00	AWD	5%	\$112,955.00	
18	Emerson Electric	\$159,500	0%	\$159,500.00		20%	\$127,600.00		5%	\$151,525.00	
19	Ferraz Shawmut/Mersen	\$1,450	61%	\$565.50	(A)	60%	\$580.00		10%	\$1,305.00	
20	Gardner Bender (GB)	\$1,450	25%	\$1,087.50	(A)	45%	\$797.50	AWD	10%	\$1,305.00	
21	General Electric	\$551,000	10%	\$495,900.00		52%	\$264,480.00		5%	\$523,450.00	
22	Greenlee Textron	\$1,450	28%	\$1,044.00		25%	\$1,087.50	AWD	10%	\$1,305.00	
23	Hoffman	\$18,850	41%	\$11,121.50	(A)	60%	\$7,540.00	AWD	15%	\$16,022.50	
24	Honeywell	\$72,500	0%	\$72,500.00		20%	\$58,000.00	AWD	5%	\$68,875.00	
25	Hoyt Electrical	\$10,150	25%	\$7,612.50	(A)	20%	\$8,120.00		5%	\$8,642.50	
26	Ideal Industries	\$29,000	36%	\$18,560.00		35%	\$18,850.00		10%	\$26,100.00	
27	Intermatic	\$21,750	46%	\$11,745.00		35%	\$14,137.50		10%	\$19,575.00	
28	Leviton	\$14,500	46%	\$7,830.00		25%	\$10,875.00		5%	\$13,775.00	
29	Littelfuse	\$36,250	61%	\$14,137.50	(A)	60%	\$14,500.00		12%	\$31,900.00	
30	Panduit	\$24,650	31%	\$17,008.50	(A)	60%	\$9,860.00	AWD	5%	\$23,417.50	
31	Potter & Brumfield (P&B)	\$24,650	21%	\$19,473.50	(A)	50%	\$12,325.00	AWD	5%	\$23,417.50	
32	Raco	\$1,450	71%	\$420.50	(A)	50%	\$725.00		5%	\$1,377.50	
33	Reliance Controls	\$39,150				20%	\$31,320.00		5%	\$37,192.50	(A)
34	Robertshaw/Firex Paragon	\$8,700	0%	\$8,700.00		20%	\$6,960.00		5%	\$8,265.00	
35	Schneider Electric	\$50,750	36%	\$32,480.00		25%	\$38,062.50		17%	\$42,122.50	
36	Square D	\$275,500	52%	\$132,240.00		20%	\$220,400.00		17%	\$228,665.00	
37	Steel City Kindorf	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
38	Superstrut	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
39	Sylvania/Osram	\$406,000	60%	\$162,400.00		72%	\$113,680.00	(A)	15%	\$345,100.00	
40	Thomas & Betts	\$101,500	31%	\$70,035.00		50%	\$50,750.00	AWD	10%	\$91,350.00	
41	Unistrut	\$11,600	30%	\$8,120.00		50%	\$5,800.00		10%	\$10,440.00	
42	Westinghouse	\$5,800	0%	\$5,800.00		55%	\$2,610.00	AWD	5%	\$5,510.00	
43	Wheatland Tube	\$2,900	36%	\$1,856.00		65%	\$1,015.00	AWD	10%	\$2,610.00	
44	Wiremold	\$5,800	30%	\$4,060.00		30%	\$4,060.00	AWD	10%	\$5,220.00	
45	Wire, Copper, Various Types	\$246,500	27%	\$179,945.00		68%	\$78,880.00		15%	\$209,525.00	
Total:				\$1,773,608.75	(A)		\$1,886,919.50	(A)		\$3,000,156.25	(A)

REJ¹

Best and Final Total	\$369,422.00 AWD
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REJ¹ = Rejected, Bidders non-responsive to bid requirements.

REJ² = Rejected, Change in specifications.

AWD = Recommendation for Award.

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

Date Bid Posted: 2/8/2013
 Date Bid Opened: 2/20/2013
 Bid Submittals: 8
 Decinations: 1



INITIAL SUBMITTALS

Tabulation of Bids		T.J. Electric USA, Inc. 2724 Shawnee Avenue West Palm Beach, FL 33409		W.W. Grainger 2131 S.W. 2 Street Pompano Beach, FL 33069		Miller Bearings, Inc. 4621 Powerline Road Fort Lauderdale, FL 33309		
Item	Commodity Code: #26599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount	Single Fixed Percentage Discount	Amount with Applied Discount	Single Fixed Percentage Discount	Amount with Applied Discount
1	3 M	\$33,350			See Vendors Price List			
2	ABB	\$435,000			See Vendors Price List		49%	\$221,850.00
3	Alpha Wire	\$1,450			See Vendors Price List			
4	American Power Conversion (APC)	\$33,350			See Vendors Price List			
5	Appleton Electric	\$3,625			See Vendors Price List			
6	Automatic Timing and Controls (ATC)	\$33,350			See Vendors Price List			
7	Allen-Bradley/Rockwell Automation	\$152,250			See Vendors Price List			
8	American Insulated	\$5,800			See Vendors Price List			
9	Barksdale	\$11,600			See Vendors Price List			
10	Barnes Electrical	\$3,050			See Vendors Price List			
11	Bridgeport Fittings	\$1,450			See Vendors Price List			
12	Carol	\$21,750			See Vendors Price List			
13	Cooper Bussmann	\$5,800			See Vendors Price List			
14	Cooper Crouse - Hinds	\$232,000			See Vendors Price List			
15	Dwyer Instruments	\$50,750			See Vendors Price List			
16	Datacom Electronics	\$17,400			See Vendors Price List			
17	Eaton Cutler Hammer	\$118,900			See Vendors Price List			
18	Emerson Electric	\$159,500			See Vendors Price List			
19	Ferraz Shawmut/Mersen	\$1,450			See Vendors Price List			
20	Gardner Bender (GB)	\$1,450			See Vendors Price List			
21	General Electric	\$551,000			See Vendors Price List			
22	Greenlee Textron	\$1,450			See Vendors Price List			
23	Hoffman	\$18,850			See Vendors Price List			
24	Honeywell	\$72,500			See Vendors Price List			
25	Hoyt Electrical	\$10,150			See Vendors Price List			
26	Ideal Industries	\$29,000		Varied See Allo Product Codes	See Vendors Price List			
27	Intematic	\$21,750			See Vendors Price List			
28	Leviton	\$14,500			See Vendors Price List			
29	Littelfuse	\$36,250			See Vendors Price List			
30	Panduit	\$24,650			See Vendors Price List			
31	Potter & Brumfield (P&B)	\$24,650			See Vendors Price List			
32	Raco	\$1,450			See Vendors Price List			
33	Reliance Controls	\$39,150			See Vendors Price List			
34	Robertshaw/Firex Paragon	\$8,700			See Vendors Price List			
35	Schneider Electric	\$50,750			See Vendors Price List			
36	Square D	\$275,500			See Vendors Price List			
37	Steel City Kindorf	\$1,450			See Vendors Price List			
38	Superstrut	\$1,450			See Vendors Price List			
39	Sylvania/Osram	\$406,000			See Vendors Price List			
40	Thomas & Betts	\$101,500			See Vendors Price List			
41	Unistrut	\$11,600			See Vendors Price List			
42	Westinghouse	\$5,800			See Vendors Price List			
43	Wheatland Tube	\$2,900			See Vendors Price List			
44	Wiremold	\$5,800	20%	Trade Price Sheet C63	See Vendors Price List			
45	Wire, Copper, Various Types	\$246,500			See Vendors Price List			
Total:				\$0.00		\$0.00		\$221,850.00

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

INITIAL SUBMITTALS

Tabulation of Bids			Florida Bearings A Division of Ramon Industrial Technologies Corp. 150 S. Pine Island Road Suite 260 Plantation, FL 33324		Mayer Electric Supply Company, Inc. 5101 E. Adams Tampa, FL 33619		10% Firms bidding at least this % discount are eligible for Local Preference
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount	Single Fixed Percentage Discount	Amount with Applied Discount	Local Preference Applied
1	3 M	\$33,350			32%	\$22,678.00	
2	ABB	\$435,000	41%	\$256,650.00	35%	\$282,750.00	
3	Alpha Wire	\$1,450			55%	\$652.50	
4	American Power Conversion (APC)	\$33,350			20%	\$26,680.00	
5	Appleton Electric	\$3,625			41%	\$2,138.75	
6	Automatic Timing and Controls (ATC)	\$33,350			23%	\$25,679.50	
7	Allen-Bradley/Rockwell Automation	\$152,250			19%	\$123,322.50	
8	American Insulated	\$5,800			60%	\$2,320.00	
9	Barksdale	\$11,600			25%	\$8,700.00	
10	Barnes Electrical	\$3,050			16%	\$2,562.00	14%
11	Bridgeport Fittings	\$1,450			70%	\$435.00	
12	Carol	\$21,750			55%	\$9,787.50	
13	Cooper Bussmann	\$5,800			68%	\$1,856.00	
14	Cooper Crouse - Hinds	\$232,000			40%	\$139,200.00	
15	Dwyer Instruments	\$50,750			25%	\$38,062.50	
16	Datacom Electronics	\$17,400			27%	\$12,702.00	
17	Eaton Cutler Hammer	\$118,900			55%	\$53,505.00	50%
18	Emerson Electric	\$159,500			50%	\$79,750.00	
19	Ferraz Shawmut/Mersen	\$1,450			68%	\$464.00	
20	Gardner Bender (GB)	\$1,450			26%	\$1,073.00	
21	General Electric	\$551,000			60%	\$220,400.00	
22	Greenlee Textron	\$1,450			25%	\$1,087.50	
23	Hoffman	\$18,850			40%	\$11,310.00	
24	Honeywell	\$72,500			15%	\$61,625.00	
25	Hoyt Electrical	\$10,150			25%	\$7,612.50	
26	Ideal Industries	\$29,000			40%	\$17,400.00	
27	Intermatic	\$21,750			41%	\$12,832.50	
28	Leviton	\$14,500			53%	\$6,815.00	
29	Littelfuse	\$36,250			68%	\$11,600.00	
30	Panduit	\$24,650			45%	\$13,557.50	
31	Potter & Brumfield (P&B)	\$24,650			25%	\$18,487.50	
32	Raco	\$1,450			68%	\$464.00	
33	Reliance Controls	\$39,150			30%	\$27,405.00	
34	Robertshaw/Firex Paragon	\$8,700			30%	\$6,090.00	
35	Schneider Electric	\$50,750			40%	\$30,450.00	
36	Square D	\$275,500			50%	\$137,750.00	
37	Steel City Kindorf	\$1,450			73%	\$391.50	
38	Superstrut	\$1,450			60%	\$580.00	
39	Sylvania/Osram	\$406,000			86%	\$56,840.00	
40	Thomas & Betts	\$101,500			50%	\$50,750.00	(A)
41	Unistrut	\$11,600			70%	\$3,480.00	
42	Westinghouse	\$5,800			50%	\$2,900.00	
43	Wheatland Tube	\$2,900			63%	\$1,073.00	
44	Wiremold	\$5,800			25%	\$4,350.00	
45	Wire, Copper, Various Types	\$246,500			65%	\$86,275.00	59%
Total:				\$256,650.00		\$1,625,844.25	(A)

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET
 Agency: Water and Wastewater Services
 Purchasing Agent: Marie Williams

INITIAL SUBMITTALS

Tabulation of Bids			Graybar Electric Company, Inc. 1255 N.W. 21 Street Pompano Beach, FL 33069			World Electric Supply, Inc. 2151 Blount Road Pompano Beach, FL 33069			Mercedes Electric Supply, Inc. 8550 N.W. South River Drive Miami, FL 33166		
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount	
1	3 M	\$33,350	31%	\$23,011.50	(A)	35%	\$21,677.50		20%	\$26,680.00	
2	ABB	\$435,000				35%	\$282,750.00		5%	\$413,250.00	
3	Alpha Wire	\$1,450	10%	\$1,305.00		20%	\$1,160.00		10%	\$1,305.00	
4	American Power Conversion (APC)	\$33,350	39.5%	\$20,176.75	(A)	20%	\$26,680.00		10%	\$30,015.00	
5	Appleton Electric	\$3,625	10%	\$3,262.50	(A)	20%	\$2,900.00		15%	\$3,081.25	
6	Automatic Timing and Controls (ATC)	\$33,350	10%	\$30,015.00		20%	\$26,680.00		5%	\$31,682.50	
7	Allen-Bradley/Rockwell Automation	\$152,250				20%	\$121,800.00		2%	\$149,205.00	
8	American Insulated	\$5,800	27%	\$4,234.00		30%	\$4,060.00		10%	\$5,220.00	
9	Barksdale	\$11,600	0%	\$11,600.00		15%	\$9,860.00		5%	\$11,020.00	
10	Barnes Electrical	\$3,050	0%	\$3,050.00		15%	\$2,592.50		5%	\$2,897.50	
11	Bridgeport Fittings	\$1,450	68%	\$464.00		50%	\$725.00		10%	\$1,305.00	
12	Carol	\$21,750	10%	\$19,575.00		45%	\$11,962.50		10%	\$19,575.00	
13	Cooper Bussmann	\$5,800	61%	\$2,262.00		30%	\$4,060.00		10%	\$5,220.00	
14	Cooper Crouse - Hinds	\$232,000	32%	\$157,760.00		30%	\$162,400.00		5%	\$220,400.00	
15	Dwyer Instruments	\$50,750	0%	\$50,750.00		20%	\$40,600.00		5%	\$48,212.50	
16	Datacom Electronics	\$17,400				20%	\$13,920.00		5%	\$16,530.00	
17	Eaton Cutler Hammer	\$118,900				50%	\$59,450.00		5%	\$112,955.00	
18	Emerson Electric	\$159,500	0%	\$159,500.00		20%	\$127,600.00		5%	\$151,525.00	
19	Ferraz Shawmut/Mersen	\$1,450	61%	\$565.50	(A)	60%	\$580.00		10%	\$1,305.00	
20	Gardner Bender (GB)	\$1,450	25%	\$1,087.50	(A)	45%	\$797.50		10%	\$1,305.00	
21	General Electric	\$551,000	10%	\$495,900.00		52%	\$264,480.00		5%	\$523,450.00	
22	Greenlee Textron	\$1,450	28%	\$1,044.00		25%	\$1,087.50		10%	\$1,305.00	
23	Hoffman	\$18,850	41%	\$11,121.50	(A)	60%	\$7,540.00		15%	\$16,022.50	
24	Honeywell	\$72,500	0%	\$72,500.00		20%	\$58,000.00		5%	\$68,875.00	
25	Hoyt Electrical	\$10,150	25%	\$7,612.50	(A)	20%	\$8,120.00		5%	\$9,642.50	
26	Ideal Industries	\$29,000	36%	\$18,560.00		35%	\$18,850.00		10%	\$26,100.00	
27	Intermatic	\$21,750	46%	\$11,745.00		35%	\$14,137.50		10%	\$19,575.00	
28	Leviton	\$14,500	46%	\$7,830.00		25%	\$10,875.00		5%	\$13,775.00	
29	Littelfuse	\$36,250	61%	\$14,137.50	(A)	60%	\$14,500.00		12%	\$31,900.00	
30	Panduit	\$24,650	31%	\$17,008.50	(A)	60%	\$9,860.00		5%	\$23,417.50	
31	Potter & Brumfield (P&B)	\$24,650	21%	\$19,473.50	(A)	50%	\$12,325.00		5%	\$23,417.50	
32	Raco	\$1,450	71%	\$420.50	(A)	50%	\$725.00		5%	\$1,377.50	
33	Reliance Controls	\$39,150				20%	\$31,320.00		5%	\$37,192.50	(A)
34	Robertsshaw/Firex Paragon	\$8,700	0%	\$8,700.00		20%	\$6,960.00		5%	\$8,265.00	
35	Schneider Electric	\$50,750	36%	\$32,480.00		25%	\$38,062.50		17%	\$42,122.50	
36	Square D	\$275,500	52%	\$132,240.00		20%	\$220,400.00		17%	\$228,665.00	
37	Steel City Kindorf	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
38	Superstrut	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
39	Sylvania/Osram	\$406,000	60%	\$162,400.00		72%	\$113,680.00	(A)	15%	\$345,100.00	
40	Thomas & Betts	\$101,500	31%	\$70,035.00		50%	\$50,750.00		10%	\$91,350.00	
41	Unistrut	\$11,600	30%	\$8,120.00		50%	\$5,800.00		10%	\$10,440.00	
42	Westinghouse	\$5,800	0%	\$5,800.00		55%	\$2,610.00		5%	\$5,510.00	
43	Wheatland Tube	\$2,900	36%	\$1,856.00		65%	\$1,015.00		10%	\$2,610.00	
44	Wiremold	\$5,800	30%	\$4,060.00		30%	\$4,060.00		10%	\$5,220.00	
45	Wire, Copper, Various Types	\$246,500	27%	\$179,945.00	(A)	60%	\$98,600.00	(A)	15%	\$209,525.00	(A)
Total:				\$1,773,608.75	(A)		\$1,917,462.50	(A)		\$3,000,156.25	(A)

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

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. **February 20, 2013**
 and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE
**ELECTRICAL MRO SUPPLIES
 (NON-SHELTERED MARKET)**

BID NO. **Y1104912B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER
MARIE WILLIAMS (954) 357-5856

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
 (submit original in blue ink)

DATE

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 6 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 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 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the 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.



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division

**PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

Bid Submittal Summary Sheet for Public Reading

The purpose of this page is to facilitate the efficient and accurate reading of your bid submittal at the Bid Opening. Your cooperation is appreciated in completing the following information and ensuring that it is placed as the first page of your bid submittal. The information on this page does not take the place of the bid documents or the bid sheet. In the event that there is a discrepancy between the information on this page and the information in the bid sheet, the information on the bid sheet will prevail.

Bid Number: Y1104912B1

Bid Title: Electrical MRO Supplies

Name of Company: _____

Total Bid Price: _____

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.

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

- Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
- The Non-Collusion Statement
- The Vendor Questionnaire
- VENDOR'S LIST (Non-Certified Sub-contractors/Suppliers)
- Drug Free Workplace Certification – Attachment "B"
- Certificate of Insurance, per sample attached - Attachment "F"
- Litigation History Form – Attachment "D"
- Scrutinized Companies Certification Form - Attachment "C"
- Domestic Partnership Certification - Attachment "E"
- 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)

Electrical MRO Supplies
(NON-SHELTERED MARKET)

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. **Bid submittals should not be professionally bound using metal fasteners except for stapling.** 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 **Electrical MRO (Maintenance, Repair and Operational) Supplies for Water and Wastewater Services** and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate 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.

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 periods of the contract.

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

The Director of Purchasing may renew this contract for two (2) one-year renewal periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent sixty (60) calendar days in advance of expiration date of this 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, 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:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

3. **CONTINGENCY FEES:**

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

4. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Marie Williams of the Purchasing Division, **preferably by email at mariwilliams@broward.org** or at (954) 357-5856.

OR

Bidders requiring technical clarifications should contact Doreen Albert of Water and Wastewater Services at (954) 831-3245 or by email at dalbert@broward.org. **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:**

A. Port Everglades -

The Department of Port Everglades requires persons to present, at port entry, a valid driver's license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 5 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604.

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

The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-800-347-8942, or go on line to <http://twicinformation.tsa.dhs.gov>.

B. Airport Security Program and Aviation Regulations -

Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subleases, employees, invitees and guests observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subleases, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event Contractor fails to remedy any such deficiency, the County may do so at the cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

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

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.

6. **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.
7. **SITE VISIT AND/OR PRE-BID CONFERENCE:** Not applicable for this bid.
8. **DELIVERY AND ACCEPTANCE:**
- A. All prices bid must be FOB destination, freight included, to various locations as indicated by Purchase Order.
 - B. Delivery is desired within ten (10) calendar days after receipt of a purchase order. Vendor who cannot meet these requirements may be considered non-responsive.
 - C. 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 on the Bid Sheet (if applicable) the number of calendar days required to make delivery and/or installation after issuance of purchase order or request for services.
 - D. Goods required for daily consumption, or where the delivery is an emergency, a replacement, or 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 not later than next succeeding business day.
9. **PRODUCT LITERATURE AND CATALOGUES:**
For items bid that are not in Trade Service, the bidder should provide two (2) copies of the most current Manufacturer's Published Price List as part of the solicitation package on a CD, in a spreadsheet format or, as an alternative, provide an internet web link. In the event that a CD or internet web link is not available, a printed copy of Price List may be submitted. The Price List must clearly indicate:
- 1. The Catalog or Published Price List Number
 - 2. The Effective Date
 - 3. The Column Pricing Quoted
- Failure to provide the Price List within five (5) business days of request by the County may result in your bid being deemed non-responsive.
10. **INSURANCE REQUIREMENTS:(SAMPLE INSURANCE CERTIFICATE ATTACHED) (Attachment "F")**
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.

- 10.1 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:
- 10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000) each accident.
 - 10.1.2 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.
 - 10.1.3 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 10.2 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 10.2.1 Comprehensive Form.
 - 10.2.2 Owned Vehicles.
 - 10.2.3 Hired Vehicles.
 - 10.2.4 Non-Owned Vehicles.
 - 10.2.5 Any auto, if applicable.
 - 10.2.6 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.
- 10.3 The CONTRACTOR shall be required to provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 10.1 and 10.2 above. The Contractor should provide these Certificates **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 not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of 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.
- 10.4 Certificates of insurance shall be provided as specified in sub-section 10.3 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. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.
11. **WARRANTY:**
The successful bidder and manufacturer shall guarantee their product to be free of defects and workmanship for a period of one (1) year from date material is received and accepted by the County. At the time of delivery, the Contractor shall notify the User of such warranties or guarantees and the terms contained therein for items delivered. Any defective material found during the warranty period shall be replaced by the contractor at no additional cost to the County.

12. 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 and Treasury Division at (954) 357-6200.

13. CONTRACTOR RESPONSIBILITIES:

13.1 The CONTRACTOR will be responsible for the provision 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.

13.2 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 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.
- ii. The Contract Administrator may also initiate an interim evaluation at any time during the term for any contract.

14. 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) **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.

15. 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.

16. CONE OF SILENCE ORDINANCE:

16.1 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.

16.2 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.

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

17. DOMESTIC PARTNERSHIP ORDINANCE: (Attachment "E")

"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 over \$100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. See attachment titled "Domestic Partnership Certification" which should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County's request.

18. OFFICE OF ECONOMIC AND SMALL BUSINESS REQUIREMENTS:

The Broward County Business Enterprise Program (CBE Program) shall not apply to this contract. There is no CBE participation goal assigned to this contract. Although no CBE goal has been established for this contract, the County encourages contractors to give full consideration to the use of CBE firms to perform work under the contract.

19. BASIS OF AWARD:

It is the intent of the County to award this contract on a per-item basis, whereby award will be by item to the lowest responsive, responsible bidder offering the highest percentage discount resulting in the **lowest total** per item. However, as the best interest of the County may require, the right is reserved to make award(s) by individual commodities, group of commodities, all or none or any combination thereof.

20. PREFERENCES:

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor. If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the County's Local Vendor Ordinance and Procurement Code will not be applied in the procurement process.

20.1 LOCAL PREFERENCE CLAUSE:

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.

21. 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 "B") 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.

22. SCRUTINIZED COMPANIES LIST

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal, or response to a solicitation must certify to the County that it is not on either list at the time of submitting a bid, proposal or response. The certification form will only be attached to a solicitation if the estimated purchase amount is \$1 million dollars or greater and must be submitted at the time of submitting a bid, proposal or response. Under the circumstances, the County estimated purchase amount is no greater than \$1 million dollars, but bid, proposal, response or resulting contract is \$1 million dollars or greater, the County will exercise the right to require firm to submit the certification form (Attachment "C") by the imposed deadline. In either case, failure to timely provide the certification shall deem the submittal non-responsive.

23. **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 their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (2012), 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: _____

BID SHEET

Electrical MRO Supplies
(NON-SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS
 BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

INSTRUCTIONS FOR BID SHEET: For Lines 1 through 45, enter your firm, fixed percentage discount from Trade Service, third (3rd) column or Manufacturer's List Price, for those manufacturers not listed in Trade Service.

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
1.	3M – Including, but not limited to, Cable Ties, Tape and Wire Connectors.	\$33,350	_____ %	\$ _____
2.	ABB – Including, but not limited to, Variable Frequency Drives (VFD). Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$435,000	_____ %	\$ _____
3.	Alpha Wire – Including, but not limited to, Circuit Breakers, Connectors, Switches and all types of Copper Wire.	\$1,450	_____ %	\$ _____
4.	American Power Conversion (APC) – Including, but not limited to, Uninterrupted Power Supplies.	\$33,350	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
5.	Appleton Electric – Including, but not limited to, Circuit Breakers & Motor Starters, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Panel boards with Circuit Breakers, Switches, and all types of Copper Wire.	\$3,625	_____ %	\$ _____
6.	Automatic Timing and Controls (ATC) – Including, but not limited to, General Purpose Control & Distribution Equipment, HVAC products (delay on breaker timer, control relay, compressor protection switches), Monitors – Current, Phase/Voltage, Alternative Replay & Control, Isolated Switches and Time Delay Relays Switches. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$33,350	_____ %	\$ _____
7.	Allen-Bradley/Rockwell Automation – Including, but not limited to, General Purpose Control Equipment, Overload Relays, Power Flex Drives, Sensors, Switches – Limit/Pressure, and Transformers. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$152,250	_____ %	\$ _____
8.	American Insulated – Including, but not limited to, Portable Cord Sets – all types and all types of Copper Wire. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$5,800	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
9.	<p>Barksdale – Including, but not limited to, Level Control, Pressure Transmitter & Transducer, Regulators and Temperature Switches – Limit/Pressure.</p> <p>Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:</p> <p>_____</p>	\$11,600	_____ %	\$ _____
10.	<p>Barnes Electrical – Including, but not limited to, Temperature Switches – Limit/Pressure.</p> <p>Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:</p> <p>_____</p>	\$3,050	_____ %	\$ _____
11.	<p>Bridgeport Fittings – Including, but not limited to, Rigid Conduit & IMC Fittings, EMT Conduit Fittings, Portable Cord Fittings, Metal Clad Cable Fitting, Clamps and Hangers.</p>	\$1,450	_____ %	\$ _____
12.	<p>Carol – Including, but not limited to, Portable Cord Sets and all types of Copper Wire.</p>	\$21,750	_____ %	\$ _____
13.	<p>Cooper Bussmann – Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.</p>	\$5,800	_____ %	\$ _____
14.	<p>Cooper Crouse-Hinds – Including, but not limited to, all types Boxes/Outlets with Covers (floor, junction, wall), Conduit Bodies – Malleable & Aluminum, Condulet Conduit, and Commercial Lighting Equipment.</p>	\$232,000	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
15.	<p>Dwyer Instruments – Including, but not limited to, Float Switches, Limit Switches and Switches – Mercoid.</p> <p>Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:</p> <p>_____</p>	\$50,750	_____ %	\$ _____
16.	<p>Datacom Electronics – Including, but not limited to, Connectors, Data Switches, Elapsed Time Meters, Splitters, Switches – Mercoid and Coaxial Wall Plates.</p>	\$17,400	_____ %	\$ _____
17.	<p>Eaton Cutler Hammer – Including, but not limited to, Auxiliary Switches, Circuit Breakers, Contact Kits, Motor Control Electro Mechanical, Overload Heaters, Safety Switches and Starter Magnetic Contactors.</p>	\$118,900	_____ %	\$ _____
18.	<p>Emerson Electric – Including, but not limited to, Electric Heater Switches & Controls, Motors 40 HP & below, Fan Cooling Kits, Lighting Fixtures and Pulse/Voltage/Liquid Monitor Detail Display.</p>	\$159,500	_____ %	\$ _____
19.	<p>Ferraz Shawmut/Mersen – Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Patch Panels, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.</p>	\$1,450	_____ %	\$ _____
20.	<p>Gardner Bender (GB) – Including, but not limited to, Butt Splicers, Crimp Terminals, Lugs, Markings – Electrical, Safety Markings, Splicers, Surge Suppressors, Wire Connectors, Wire Pulling Products and Fuses.</p>	\$1,450	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
21.	General Electric – Including, but not limited to, Fluorescent Lamps, Circuit Breakers, Electrical Starters, Motors 40 HP & Below, Fuses – Current Limiting, Lighting Fixtures, Magnetic Contactors, all types of Outlet Boxes, Plugs, Switches and Transformers – Dry Type.	\$551,000	_____ %	\$ _____
22.	Greenlee Textron – Including, but not limited to, Cable and Cord Covers & Fittings, Cable Identification, Junction Boxes – all types, Network Products, Ties, Clips, Grommets and Wire & Cable.	\$1,450	_____ %	\$ _____
23.	Hoffman – Including, but not limited to, Electric Boxes – all types, Enclosures and Filters. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$18,850	_____ %	\$ _____
24.	Honeywell – Including, but not limited to, Switches – Micro, Coil Sets for Physical Vapor Deposition Control, Covers, Coaxial & Electrical Wall Plates/Receptacles, Relays and panels.	\$72,500	_____ %	\$ _____
25.	Hoyt Electrical – Including, but not limited to, Contact Sets, Panel Meters, Transducers, Transmitters and Voltage Sensors. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$10,150	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
26.	Ideal Industries – Including, but not limited to, Wire Termination, Data Comm/Low Voltage Switches & Controls, Wall plates, Splitters, Patch Cable, Wire Markers, Cable Ties, Indicator Lights, and Toggle, Rocker, Push Button and Chain Switches.	\$29,000	_____ %	\$ _____
27.	Intermatic – Including, but not limited to, Enclosures, Hubs, Motors 20 HP & Below, Power Boards, Surge Suppressors, Switches – Photo Control and Time Switches.	\$21,750	_____ %	\$ _____
28.	Leviton – Including, but not limited to, GFCI Protection Products, Plugs and Connectors.	\$14,500	_____ %	\$ _____
29.	Littelfuse – Including, but not limited to, Fuse Blocks and Holders, Medium Voltage Fuses, Plugs and Connectors, Power Distribution Fuses, Receptacles, Semiconductor Fuses, Small Dimension Fuses and Switches.	\$36,250	_____ %	\$ _____
30.	Panduit – Including, but not limited to, Cable Ties, Wire Clamps, Clips, Retainers and Wire Markers	\$24,650	_____ %	\$ _____
31.	Potter & Brumfield (P&B) – Including, but not limited to, Relays. Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____	\$24,650	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
32.	Raco – Including, but not limited to, Bells – Weatherproof, Blanks, all types of Wall & Floor & Junction Boxes Outlets, Bushing Reducers, Clamps, Locknuts, Metallic Fittings, Non-metallic Fittings, Fuse Steel Boxes and Straps.	\$1,450	_____ %	\$ _____
33.	Reliance Controls – Including, but not limited to, Circuit Breakers Combinations, Double Pole Circuit Breakers, Heavy Duty Cord Sets, Manual Transfer Switches, Mount Transfer Switches, Panel/Link Manual Transfer Panels, Power Cord Connectors and Plugs, Power Inlet Boxes (NEMA), Control Relays & Timers, and Motor Starter & Controllers.	\$39,150	_____ %	\$ _____
34.	Robertshaw/Firex Paragon – Including, but not limited to, Switches – Vibration and Electric Heater Switches & Controls.	\$8,700	_____ %	\$ _____
35.	Schneider Electric – Including, but not limited to, Contact Kits, Converts, Limit Switches, Relays and Switches – Float, General Purpose, Mercoid.	\$50,750	_____ %	\$ _____
36.	Square D – Including, but not limited to, Blocks, Breaker Boxes, Circuit Breakers, Contact Kits, Electrical Heaters, Enclosures, Fuses, Meter Sockets, PLC (Programmable Logic Controllers) Controllers & Processors, Relays, Starters, Switch Panels, Transformers and Switches – Panel Boards and Distribution.	\$275,500	_____ %	\$ _____
37.	Steel City Kindorf – Including, but not limited to, Beam Clamps & Hanger Supports, Conduit Metal Framing, Conduit, Cable & Pipe Supports, Fastening Devices, Hanger Supports, Hardware and Threaded Components, Pipe Supports and all types of Light Fixtures.	\$1,450	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
38.	Superstrut – Including, but not limited to, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Cover Plates, Galvanized Channels, Guy Wire Fittings, Hangers, Clamps & Clips, Nuts, Hooks, Bolts, Anchors/Fasteners, Spring Nuts and Stainless Steel Channels.	\$1,450	_____ %	\$ _____
39.	Sylvania/Osram – Including, but not limited to, Lamps and Ballasts: Fluorescent Lamps, Incandescent Lamps, Spot/Halogen Lamps, Spot/Flood Lamps, Miniature Lamps, Airfield Lamps, High Masts, Metal Halide, Quartz Halogen and High Pressure Sodium Kits, Magnetic Ballasts and Electronic Ballasts.	\$406,000	_____ %	\$ _____
40.	Thomas & Betts – Including, but not limited to, Cable Ties, Conduits – Galvanized, Aluminum, Flex Liquidite, Thinwall EMT, Conduit Bodies Non-metallic, Connectors – Rigid Setscrew, Condulet Conduit, Couplings, Couplings – EMT Compression, Liquidite, Fittings Cable, Locknuts, Spring Nuts, Straps – Backspaces, Tapes and all types of Wall, Floor, Junction Boxes/Outlets.	\$101,500	_____ %	\$ _____
41.	Unistrut – Including, but not limited to, Cap Screws, Channel Struts, Clamps, Cover Plates, Galvanized Channels, Hangers, Nuts, Bolts, Spring Nuts, Stainless Steel Channels and Washers.	\$11,600	_____ %	\$ _____
42.	Westinghouse – Including, but not limited to, Bushings, Circuit Breakers, Contact Kits, Control & Distribution Equipment System, Motors 40 HP & Below, Fuses, Heater Coils, Lenses, Panel Switches, Starters, Switches Panel Boards and Transformers.	\$5,800	_____ %	\$ _____
43.	Wheatland Tube – Including, but not limited to, Conduit Steel, Rigid, EMT and IMT Conduits.	\$2,900	_____ %	\$ _____

NAME OF COMPANY _____

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
44.	Wiremold – Including, but not limited to, Wire & Cable, Conduit, Guy Wire Fittings, Hangers, Clamps & Clips, Network Products, Nuts, Hooks, Bolts, Anchors/Fasteners and all types of Wall, Floor, Junction Boxes/Outlets.	\$5,800	_____ %	\$ _____
45.	Wire, Copper, Various types; Including, but not limited to: <ul style="list-style-type: none"> •MTW •SJO •SO •Stranded •TFF •TFFN •THHN/THWN •THW Stranded •XHHW •XLPE •IMSA <p>MANUFACTURER OFFERED: _____</p> <p>If not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer: _____</p>	\$246,500	_____ %	\$ _____

TOTAL \$ _____

Delivery should not exceed ten (10) calendar days of the receipt of Purchase Order. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Please indicate delivery time after receipt of Purchase Order: _____ calendar days.

Please indicate if delivery will be made by:
 Common Carrier _____ Company Vehicle _____ Other _____

Bid results will be posted to the Broward County Purchasing website at <http://www.broward.org/Purchasing/Pages/SolicitationResult.aspx>

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____
 By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

BID SHEET

Electrical MRO Supplies
(NON-SHELTERED MARKET)

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this bid. YES NO

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES NO

Broward County reserves the right to request proof thereof prior to award.

INSURANCE EXCEPTION REQUESTS:

In accordance with Paragraph 10.4 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

ACCEPTANCE OF CREDIT CARDS:

The County is considering making faster payments to our vendor community, in doing so we would prefer to make payment using Visa credit card.

Would your company accept Visa credit card as payment from Broward County? YES NO

PREFERENCES:

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES NO

OTHER GOVERNMENT ENTITIES:

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES NO

VENDOR EMAIL _____

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN MIAMI-DADE OR PALM BEACH COUNTIES?

YES NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

YES NO

ADDENDA:

LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:

NOTICES TO BIDDER:

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.

THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) BUSINESS DAYS OF THE COUNTY'S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.

The undersigned authorized representative of the Respondent certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business?

1.1 What type of service/commodity does your company offer?

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete any work or not timely shipped commodities awarded to you? If yes, when and why?

3.1 Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervned to assist in completion of the project, whether or not a claim was made.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work of a similar nature or sold similar commodities to in the past three (3) years:

4.1 _____ (Organization/Company) _____ (Project Name)

_____ (Contact Name) _____ (Address) _____ (Phone No.)

_____ (Contract Number) _____ (Project Value) _____ (Date Services Provided)

Scope of Project _____

4.2 _____ (Organization/Company) _____ (Project Name)

_____ (Contact Name) _____ (Address) _____ (Phone No.)

_____ (Contract Number) _____ (Project Value) _____ (Date Services Provided)

Scope of Project _____

4.3 _____ (Organization/Company) _____ (Project Name)

_____ (Contact Name) _____ (Address) _____ (Phone No.)

_____ (Contract Number) _____ (Project Value) _____ (Date Services Provided)

Scope of Project _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

5. List the following information concerning all contracts in progress as of the date of submission of this solicitation. (In case of co-venture, list the information for all co-venturers.)

<u>NAME OF PROJECT</u>	<u>OWNER PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

8.1 The correct name of the Respondent:

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

8.3 The address of principal place of business:

8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

8.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers.

9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

10. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

10.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

11. **LITIGATION HISTORY REQUIREMENT**

The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

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

Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is **not** considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as **Attachment "D"**.

A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.

Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

NAME OF COMPANY: _____

VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION)



Finance And Administrative Services Department
Purchasing Division
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • Fax 954-357-8535

THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF REQUEST FROM THE COUNTY

Provide this information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.

1. Firm's Name: _____

2. Firm's Address: _____

3. Firm's Telephone Number: _____ Firm Email Address: _____

4. Contact Name and Position: _____

5. Alternate Contact Name and Position: _____

6. Alternate Contact Telephone Number: _____ Email Address: _____

7. Bid/Proposal Number: _____ Contracted Amount: _____

8. Type of Work/Supplies Bid: _____ Award Date: _____

1. Firm's Name: _____

2. Firm's Address: _____

3. Firm's Telephone Number: _____ Firm Email Address: _____

4. Contact Name and Position: _____

5. Alternate Contact Name and Position: _____

6. Alternate Contact Telephone Number: _____ Email Address: _____

7. Bid/Proposal Number: _____ Contracted Amount: _____

8. Type of Work/Supplies Bid: _____ Award Date: _____

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

_____ Signature	_____ Title	_____ Date
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Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

ATTACHMENT "A"Electrical MRO Supplies
SPECIFICATIONS1. SCOPE:

Various electrical supply items are used in several Broward County agencies including, but not limited to, Water and Wastewater Services, Port Everglades Department, Aviation Department, Traffic Engineering Division, Parks and Recreation Division and Facilities Maintenance Division to run critical processes that have a direct impact on citizens and constituents. To ensure the successful operation and continuity of these processes it is critical that an electrical supply contract be in place at all times.

The pricing on this contract is based on a firm, fixed percentage discount from Trade Service, third (3rd) column. The electrical supplies contract is tied directly into Trade Service for the purpose of ensuring that Broward County receives the most competitive pricing based on a fixed percentage discount and that Broward County receives the products required to maximize the life of its critical equipment and assets. Trade Service is a leading provider for product and pricing data for the electrical supplies industry, as well as other industries including plumbing & mechanical, industrial (mill supplies), automotive and office products. Its electronic price book (TRA-SER) is a prevalent resource in the electrical supplies industry, utilized for its expertise in product and pricing information. Respondents should have access to or a subscription for Trade Service.

2. GENERAL:

2.1 This contract is intended for the purchase of electrical supplies for maintenance, repair and operations only, and is not intended for large construction or major renovation projects. For projects requiring large quantities of equipment and supplies delivered to one location, consideration should be given to issuing a solicitation for that project.

2.2 This contract will be used for commodities that include but will not be limited to: buss bars, ducts and accessories, capacitors for motor starting and running, circuit breakers load centers, panel boards, metal and plastic conduit with fittings and boxes, cutouts, fuses, fuseholders, fuselinks, generators, electrical hardware such as connectors and clamps and fasteners, electrical tape, lighting fixtures, motor controllers, electric motors, transformers, wiring devices such as switches and receptacles and various types of commonly used wire and cable. And other items as specified on bid sheets.

2.3 Orders of less than \$50.00 will not be processed. Note: This provision shall not be used by a Using Agency to circumvent the intent of the contract.

3. BIDDER QUALIFICATIONS

3.1 Bidders shall be fully capable dealers, distributors, or manufacturers who are regularly engaged in the sale electrical supplies.

3.2 Only authorized dealers/sellers will be eligible to provide products on behalf of the manufacturer through this solicitation. The County may request, and the bidder shall provide, supporting information and/or documentation attesting to this requirement. By submitting a response, bidder certifies that it satisfies this and all criteria specified in the solicitation documents. Failure to be an authorized dealer/seller of the manufacturer at the time of bid opening will result in your bid being deemed non-responsive. Failure to supply this supporting information and/or documentation within five (5) days of request by the County may result in your bid being deemed non-responsive.

- 3.3 Bidder affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES NO

4. **FIXED PERCENTAGE DISCOUNT/CATALOGS/PRICE LISTS::**

- 4.1 Bidder shall indicate in all spaces provided on the Bid Sheets, their single fixed discount from the current Trade Service, third (3rd) column price.
- 4.2 For any manufacturer not listed on Trade Service, Bidders shall indicate their fix percentage discount from the most current manufacturer's price list on the Bid Sheets. That percentage discount will be used for the term of the contract. For manufacturers not on Trade Service, the Bidder must make available to the County, the most current published price or provide a link to the manufacturer's on-line prices.
- 4.3 If a catalog is updated by the Manufacturer, the current copy of that price listing/catalog should be sent to the County and the Purchasing Agent of record, unless the published price listing is available on-line and can be easily found and identified by County personnel.
- 4.4 Percentage mark-ups are not accepted, however, bidders may offer a fixed percentage discount of zero percent.
- 4.5 **Multiple line dealer and/or distributor catalogs and price lists are not acceptable.**

5. **WEBSITE CAPABILITIES:**

- 5.1 Although it is not a requirement, the County desires that the Contractor establishes an Internet-based ordering system (web site) for County-specific order placement, order inquiry, price and availability inquiries. The County desires that the Contractor maintain a web site, accessible by both the Using Agencies and the Purchasing Division, for the life of the resulting contract.
- 5.2 If the Contractor can provide the aforementioned website capabilities, the County desires that the web site be in place, working in full operation, functioning properly and able to provide uninterrupted service to Broward County within 60 days of award and at a minimum, should:
- Allow Using Agencies to place an order on-line, with a secure means for storing procurement card information.
 - Allow Using Agencies to search Contractor's catalog based on key word, brand name, description, etc.
 - Provide List Price, Discount information and Contract Pricing.
 - Provide tracking/status information after an order is submitted.
 - Display product pictures, when possible, provide detailed item descriptions, and provide green seal and recycled product indicators.
 - Provide FAQ's for use of the website and the contract; as well as troubleshooting tips.
 - Provide contact information for ordering, billing, credit, service and other complaints/issues.
 - Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract.
- 5.4 The ability to provide website capabilities or not will not be utilized for evaluation of bid submitted, and will not be a matter of responsiveness or responsibility.

6. ADDITIONAL INFORMATION:

Bidders shall submit a completed Additional Information Sheet, Attachment "A-1", which identifies person(s) responsible for answering questions about this bid submittal, and administering the Contract, if awarded, and shall provide information necessary for placing orders under the contract. This sheet should be provided with the bid submittal or within three (3) days when requested by the County.

7. ADDITIONAL DISCOUNTS:**7.1 Quantity Discounts**

Contractors are urged to offer additional discounts for one time delivery of large single orders. Using Agencies should seek voluntary reductions/additional price concession on large quantity purchases of any products under this Contract.

7.2 Best Pricing Offer

During the Contract term, if the County becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the County the price under the Contract shall be immediately reduced to the lower price.

7.3 Sales Promotions

In addition to decreasing prices during Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Purchasing Division documentation identifying the proposed (1) starting and ending dates of the promotion (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers and posted conspicuously on the Web Site.

7.4 The contractor may decrease prices at any time.

8. RETURN OF ITEMS**8.1 Contractor Error**

Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Contractor will supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage will be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail, preferably; and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

8.2 Ordering Entity Error

Standard stock supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product shall be in resalable condition (original container, unused). There shall be no restocking fee for returned products that are resalable.

9. SUBSTITUTION OF SUPPLIES AND EQUIPMENT

Prior written approval of the Contract Administrator is required for substitution of supplies and equipment. The County retains sole discretion to accept and approve such requests when deemed to be in the County's best interest. The Using Agency reserves the right to reject a product deemed by the Contract Administrator to not be equivalent to the specified commodity. The County recognizes that technology is changing rapidly; therefore, on such matters a determination as to acceptability will be done on a case-by-case basis. All substitutes shall be offered at the awarded price or lower.

10. MANUFACTURER/PRODUCT ADDITIONS/DELETIONS:

10.1 The County reserves the right to add manufacturer/product additions to this contract. Additions may result from, but are not limited to, additional needs and replacements for discontinued manufacturers or products. In such events, any manufacturer/product submitted for addition to the contract will not be approved unless the prices are fair and reasonable, and comparable to the prices agencies have been paying for like items. Contractor shall provide the County with a proposed price based upon a procedure or formula which is the same or very similar to that used in establishing the price as contained in the Contractor's bid.

10.2 Any proposed manufacturer/product additions offered shall satisfy all criteria specified in the bid documents and the terms of the Contract, and shall be limited to the electrical categories listed in the bid sheets.

10.3 Manufacturers/products may be added to the contract at a price mutually acceptable to both the County and the Contractor. If the price offered is not acceptable to the County, and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to procure electrical supplies from other vendors.

10.4 Any manufacturer/product added to the contract must be approved by the Director of Purchasing or designee.

10.5 The County reserves the right to delete manufacturers/products from this contract in the best interest of the County. In such events, contract prices will not be adjusted.

11. CONTRACTOR COMPLAINTS:

Vendor Complaints made by users and processed through the Purchasing Division are to be corrected within five (5) days of formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints in a timely manner may result in the cancellation of this contract.

12. CONTRACTOR/CUSTOMER MEETINGS:

In order to maintain a value-added partnership between the County and the Contractor, each quarter (or as needed) the County or the Contractor may request a meeting to review the contract and any issues that should be addressed. The County encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance contract procedures, may be discussed at the quarterly meetings or as identified.

ATTACHMENT "A-1"
Electrical MRO Supplies

ADDITIONAL INFORMATION SHEET

NAME OF COMPANY: _____

Please identify the person who will be responsible for administering the Contract on behalf of the company if award is made, and include an emergency contact phone number:

Name: _____
Title: _____
Street Address: _____
E-mail Address: _____
Phone Number(s): _____
Fax Number: _____

If the person responsible for answering questions about this bid is different from the person identified above, please provide the same information for that person.

Name: _____
Title: _____
Street Address: _____
E-mail Address: _____
Phone Number(s): _____
Fax Number: _____

Ordering Information:

Please provide the following information regarding where Using Agencies should direct orders. You must provide a regular mailing address.

Name: _____
Title: _____
Street Address or P.O. Box: _____
City, State, Zip: _____
E-mail Address: _____
Phone Number: _____
Toll Free Number: _____
Ordering Fax Number: _____
Internet Address: _____
Remit Address: _____
City, State Zip: _____
Web Site Address (For Broward County Contract) _____

NOTE: Duplicate as necessary for multiple ordering locations.

ATTACHMENT "B"

DRUG FREE WORKPLACE CERTIFICATION

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

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

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

by _____
(Name of person who's signature is being notarized)

as _____ of _____
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced _____
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "C"
SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD. THIS CERTIFICATION MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL DEEM YOUR SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Vendor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

State of _____ at Large (SEAL)

(Print name)

My commission expires: _____

ATTACHMENT "D"
LITIGATION HISTORY FORM

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone number:

NAME OF COMPANY: _____

ATTACHMENT "E"

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN FIVE BUSINESS DAYS OF COUNTY'S REQUEST

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

I, _____ of _____
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

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

STATE OF _____ COUNTY OF _____

Notary Public My commission expires: _____ (SEAL)

(Print, type or stamp commissioned name of Notary Public)

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

ATTACHMENT "F"

Insurance Requirement for Purchase and Delivery - Unknown Delivery Method

****NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER****

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury and Advertising <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined		
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 500 k	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 100 k / accident	
<input type="checkbox"/> PROFESSIONAL LIABILITY - E&O	claims-made form w/ Extended Reporting Period of Deductible not to exceed: \$		
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description of Operations/Locations/Vehicles: Indicate Broward County is an additional insured on the general liability policy.			
REFERENCE: PD-Electrical Electronic Supplies WWS			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water

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

Certificate Holder:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: Doreen Albert, WWS



FRANCISCO VASQUEZ
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Risk Management Division

Insurance Requirements Form, Revised 2012

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE