

SUBMIT BID TO:

Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
954-357-6065/66

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.

1. **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 principles or corporate officers of the firm were principles 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.

2. **BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of one hundred twenty (120) calendar days from the date of bid opening unless vendor so notes in the bid.

BIDS WILL BE OPENED 2:00 p.m. **September 30, 2009**
and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE

**UNDERGROUND STORAGE TANKS REMOVAL
(NON-SHELTERED MARKET)**

BID NO. **V0755503B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER

CHRISTINE CALHOUN, (954) 357-6085

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

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

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE

TELEPHONE NO.

CONTACT PERSON

FAX NO.

BIDDERS E-MAIL ADDRESS

*AUTHORIZED SIGNATURE
(submit original in blue ink)

DATE

PRINT NAME

TITLE

(Continued on Page 2)

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 will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

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

12. **TERMINATION:**

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

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

(c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of

which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

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

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosivity, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder

shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours 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. 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, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing,

resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Director of Purchasing and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

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

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

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

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

the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Director of Purchasing or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Director of Purchasing or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

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

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

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with Sections 21.118 and 21.119 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a

waiver of the ability to protest the specifications or requirements.

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

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

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

have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

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

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

www.broward.org/purchasing.



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process. This solicitation will consist of federally assisted funds and federal law requires Broward County to maintain a database of all firms that are participating or attempting to participate in federally assisted contracts. To assist the County in this endeavor, vendors are requested to submit the **Bidder's Opportunity List (Attachment J')** with their reply to this solicitation. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this solicitation.

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 addendum process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity code(s) 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 this site 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,

A handwritten signature in cursive script that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners

Josephus Eggelston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org/purchasing

**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: **V0755503B1**

Bid Title: **UNDERGROUND STORAGE TANKS REMOVAL**

Name of Company: _____

Total Bid Price: _____

PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

UNDERGROUND STORAGE TANKS REMOVAL
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. 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 a fixed contract basis to furnish all labor, materials, equipment and services required to remove underground storage tanks and associated piping per specifications attached as Attachment "A" at:

Broward County Transportation Department Ravenswood Facility 5440 Ravenswood Road Dania Beach, FL 33312

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

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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

4. **FURTHER INFORMATION:**

Project Coordinator for this contract is Bob Caminiti, Broward County Transportation Department telephone (954) 357-8436 or his duly authorized representative. Project review and work schedules shall be coordinated with the Project Coordinator before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Project Coordinator.

A pre-bid conference and project site visit will be held at **9:00 a.m. on Thursday, September 10, 2009** at the Broward County Transportation Department, Ravenswood Facility Conference Room, 5440 Ravenswood Road, Fort Lauderdale, FL 33312-6610. Attendance is highly recommended as a source of information but is not mandatory.

Bidders requiring information on this solicitation document should contact Christine Calhoun at (954) 357-6085 or by e-mail at ccalhoun@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. **PORT EVERGLADES SECURITY REQUIREMENTS:** (Not applicable to this bid)

6. **INSURANCE REQUIREMENTS:** (Sample insurance certificate attached) (Attachment "I")
The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper 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.

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 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.

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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

6. **INSURANCE REQUIREMENTS:** (Continued)

- 6.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
 - 6.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 6.2 Comprehensive General Liability with minimum limits One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 6.2.1 Premises-Operations.
 - 6.2.2 Explosion & Collapse Hazard. **(Not applicable to this bid)**
 - 6.2.3 Underground Hazard.
 - 6.2.4 Products/Completed Operations Hazard.
 - 6.2.5 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 6.2.6 Broad Form Property Damage.
 - 6.2.7 Independent Contractors.
 - 6.2.8 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - 6.2.9 COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of COUNTY in connection with general supervision of such operation.
 - 6.2.10 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

6. **INSURANCE REQUIREMENTS:** (Continued)

- 6.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 6.3.1 Comprehensive Form.
 - 6.3.2 Owned Vehicles.
 - 6.3.3 Hired Vehicles.
 - 6.3.4 Non-Owned Vehicles.
 - 6.3.5 Any auto, if applicable.
 - 6.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.
- 6.4 Professional Liability – Five Hundred Thousand Dollars (\$500,000.00) each claim and Five Hundred Thousand Dollars (\$500,000.00) aggregate, maximum deductible Twenty-Five Thousand Dollars (\$25,000.00). **(Not applicable to this bid)**
- 6.5 Property Coverage/Builder's Risk Include Wind and Flood Insurance with a maximum deductible of _____ Thousand Dollars (\$_____), all other perils except Wind. Wind and Flood with a deductible of _____ Thousand Dollars (\$_____). **(Not applicable to this bid)**
- 6.6 Installation Floater required for replacement of material, equipment, installation. All risk, agreed value. Otherwise, contractor will be responsible for tools, materials, equipment, machinery, etc., until completion, acceptance by County and County takes possession, with a deductible of not more than Ten Thousand Dollars (\$10,000.00) each claim. **(Not applicable to this bid)**
- 6.7 Pollution and Environmental Liability – One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) aggregate, maximum deductible One Hundred Thousand Dollars (\$100,000.00).
- 6.8 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 above within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall state the types of policies PROVIDED, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

6. **INSURANCE REQUIREMENTS:** (Continued)

6.9 Certificates of insurance shall be provided as specified in sub-section 6.7 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.

7. **INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, CONTRACTOR shall not be required to indemnify COUNTY from any damages directly caused or resulting from the sole negligence of the COUNTY, its officers, agents or employees. These indemnifications shall survive the term of this Contract.

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

9. **PUBLIC BID DISCLOSURE ACT:**

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

The Broward County Transportation Department will pay any permit fees required by an Agency of the Broward County Board of Commissioners.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

UNDERGROUND STORAGE TANKS REMOVAL NON-SHELTERED MARKET

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

STATE: Certified General Contractor
OR
 Certified Plumbing Contractor
OR
 Pollutant Storage Systems Contractor
OR

COUNTY: Certified Building Contractor Class "A"
(Must be registered with the State)
OR
Central Master Plumber
(Must be registered with the State)

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

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 Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

12. **BID GUARANTY:**

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

13. **PERFORMANCE AND PAYMENT GUARANTY:**

At the County's option, the Performance and Payment Guaranty will be required either:

*Within approximately 15 days of being notified of intent of award and prior to award.

or

*Within approximately 7 days after award and prior to issuance of the Purchase Order and Notice to Proceed.

Performance and Payment Bond (Surety)

13.1 A performance and Payment Bond of the form and containing all the provisions of the Performance and Payment Bond attached hereto. (Attachment "C")

13.2 The Bond(s) shall be in the amount of 100 percent of the Contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to Section 14, Qualification of Surety.

13.3 Such Bond(s) shall continue in effect for one year after completion and acceptance of the work with liability equal to 100 percent of the Contract price, or an additional bond shall be conditioned that the CONTRACTOR will upon notification by the COUNTY, correct any defective or faulty work or materials which appear within one year after completion of the Contract.

13.4 Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, CONTRACTOR shall ensure that the bond or bonds referenced above shall be recorded in the public records of Broward County.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

13. **PERFORMANCE AND PAYMENT GUARANTY:** (Continued)

Performance and Payment Guaranty:

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

14. **QUALIFICATIONS OF SURETY:**

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

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

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

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

14. **QUALIFICATIONS OF SURETY:** (Continued)

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

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

15. **LIQUIDATED DAMAGES:**

15.1 CONTRACTOR shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by COUNTY Director of Purchasing and two or more Notices to Proceed issued by the CONTRACT ADMINISTRATOR. The first Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to COUNTY of all required documents. Preliminary work, including submission of a project schedule, schedule of values, Submittals, Submittal Schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Receipt of all permits by CONTRACTOR is a condition precedent to the issuance of a second Notice to Proceed for all other Work. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

15.2 Time is of the essence throughout this Contract. The Work shall be substantially completed within 42 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment within 14 calendar days from the date of Substantial Completion.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

15. **LIQUIDATED DAMAGES:** (Continued)

15.3 Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to COUNTY the sum of two-hundred and fifty Dollars (\$250) for each calendar day after the time specified, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to COUNTY the sum of two-hundred and fifty Dollars (\$250) for each calendar day after the time specified above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to COUNTY for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

15.4 COUNTY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as COUNTY may, in its sole discretion, deem just and reasonable.

15.5 CONTRACTOR shall be responsible for reimbursing COUNTY, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. CONSULTANT construction administration costs shall be pursuant to the contract between COUNTY and CONSULTANT, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued by COUNTY as costs are incurred by CONSULTANT and agreed to by COUNTY.

16. **PAYMENT:**

A Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein. Final payment and release of retainage will be paid in full upon completion of all requirements.

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

16. **PAYMENT:** (Continued)

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

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

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

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

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

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

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

16.3.5 Certificate of Occupancy is obtained and furnished to County.

16.3.6 Completion of punch list.

16.3.7 Warranties are submitted to and accepted by COUNTY.

17. **PRICE ADJUSTMENT CLAUSES:** (Not applicable to this bid)

18. **PERMITS AND FEES:** (For agencies other than Broward County Commissioners)

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

19. **SUBCONTRACTING:**

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. 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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

20. **CODE REQUIREMENTS:**

The CONTRACTOR and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

21. **CONTRACTOR RESPONSIBILITIES:**

21.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his 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 own manufacture.

21.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than 50% percent of the Contract Price.

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

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

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

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

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

24. **LIVING WAGE ORDINANCE:** (Not applicable for this bid)

25. **PREVAILING WAGE RATES:** See requirements of Attachment "B" titled Supplement, Item 22 titled Davis-Bacon and Copeland Anti-Kickback Acts. This solicitation is for a federally funded construction projects over \$2,000.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

26. **CONE OF SILENCE ORDINANCE:**

- 26.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.
- 26.2 This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.
- 26.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

27. **SUPPLEMENT TO PURCHASE ORDER (Federal Funding):** (Attachment "B")

27.1 The successful bidder will be required to complete this form.

27.2 This bid has the following DBE numerical goals: Race Neutral

27.3 **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE) COMPLIANCES:**

The Disadvantaged Business Enterprise (DBE) regulation (49CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of Federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBE's to achieve in the absence of discrimination.

Since this project is funded in part using federal funds, it is the policy of Broward County Small Business Development Division to ensure that Disadvantaged Business Enterprises (DBE's), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as subcontractors and suppliers on all contracts awarded by the County. Therefore, good-faith efforts must be made to provide DBE's an opportunity to participate in the project in accordance with the DBE Program Plan.

The Small Business Development Division (SBDD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some Race-Neutral means include but are not limited to: Making RFP or bids attractive to DBE's; simplifying or reducing bonding requirements; making DBE's aware of opportunities and distributing DBE directories to prime contractors.

Although there are no numerical goals assigned to this project, bidders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

28. **SHELTERED MARKET PROGRAM:** (Not applicable for this bid)

29. **COUNTY BUSINESS ENTERPRISE (CBE):** (Not applicable for this bid)

30. **PREFERENCES:** (Not applicable for this bid)

31. **BATTERY DISPOSAL:**

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

32. **CONTRACTOR PERFORMANCE REVIEW:**

Bidder/CONTRACTOR: An interim performance evaluation of the successful Bidder/CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful Bidder/CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

33. **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. For a listing of those locations, refer to www.broward.org/purchasing/bids/asbestos.pdf. You may request a copy of subject location listing by calling (954) 357-6066.

34. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), 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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If 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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

35. **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 an Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
☐ If a revised Bid sheet is required, it must be returned with the Addendum.
- B. Group Items
☐ If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.
- C. Sheltered Market – Not applicable to this bid.
☐ If this is a Sheltered Market Bid, you must be a Broward County certified SBE or must obtain certification prior to award.
- D. County Business Enterprise (CBE) Documentation
☐ If this solicitation includes participation goals, all appropriate documentation must be returned with your submittal, i.e., Schedule of Participation, Letters of Intent, Good Faith Effort, etc.
- E. Bid Bond/Guaranty
☐ You must attach an original Bid Bond executed by a surety company, or alternate form of acceptable security.
- F. Licensing
☐ Attach Copy of specified contractor license(s)
☐ For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
☐ If you hold a County license, and State registration is required, your license must be registered with the State.

36. **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
☐ Drug Free Workplace Certification – Attachment "G"
☐ Certificate of Insurance, per sample attached - Attachment "I"

* 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.

BID SHEET**UNDERGROUND STORAGE TANKS REMOVAL**
NON-SHELTERED MARKET**TO: BOARD OF COUNTY COMMISSIONERS**
BROWARD COUNTY, FLORIDA

In accordance with the General Conditions, Special Instructions to Bidders, Specifications and Requirements, the undersigned bidder offers the following:

ITEM NO.	QUANTITY/ UNIT OF MEASURE	COMMODITY CODE DESCRIPTION	TOTAL
1.	LUMP SUM	For all Labor, Materials, Equipment & Supplies necessary to remove three (3) Underground Storage Tanks and abandonment of associated Piping in accordance with Attachment "A".	\$ _____ Lump Sum
2.	LUMP SUM	Pass-thru allowance Note: The purpose of the "pass-thru" allowance item of \$1,000.00 is for the estimated cost of fees for permits required for project. See specifications in Attachment "A" for pass-thru requirements.	\$1,000.00 _____ Allowance
		TOTAL BID AMOUNT	\$ _____
CONTINGENCY ITEM – Not considered as basis for award.			
1.	TO BE DETERMINED/ PER TON	Removal and proper disposal of contaminated soil, if found on-site, in accordance with specifications of Attachment "A". County will retain the right to accept or reject this amount if not fair and reasonable. Unbalanced prices may be reason for rejection of bid.	\$ _____ / per ton

Project completion will be made within _____ calendar days (maximum) but must be substantially completed within 42 calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and completed and ready for final payment within 14 calendar days from the date of Substantial Completion (Maximum time of completion 56 calendar days).. 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. Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

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

Warranty as specified in Attachment "A" will be for _____ () year(s), which is not less than one (1) year.

[X] Cost for compliance to all Federal and State requirements of the Trench Safety Act*

*NOTE: If the bracket is checked or marked, the Bidder must fill out the Trench Safety Act form, Attachment "H", to be considered responsive.

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
(Continued)**UNDERGROUND STORAGE TANKS REMOVAL**
NON-SHELTERED MARKET

Bid results will be posted to the Broward County Purchasing website at
www.broward.org/purchasing/solicitationresults.htm.

ADDENDA:

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

INSURANCE EXCEPTION REQUESTS:

In accordance with 6.8 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☐ (CHECK THE APPLICABLE BOX).
IF RECYCLED, WHAT PERCENTAGE _____ %
PRODUCT DESCRIPTION: _____
2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?
YES ☐ NO ☐
SPECIFY: _____
3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?
YES ☐ NO ☐
SPECIFY: _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

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 ☐

ELECTRONIC PAYMENT:

Would your company accept payment from Broward County by Electronic Funds Transfer (EFT)? YES ☐ NO ☐

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 - SUPPLEMENT TO BID SHEET

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE BID; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF THE COUNTY'S REQUEST.

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

1. How many years has your organization been in business while possessing one of the licenses, certifications or registrations requested?

License/Certification/Registration

Years

1A. What business are you in? _____

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

3. Have you ever failed to complete any work awarded to you? If so, where and why?

- 3A. 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 intervened to assist in completion of the project, whether or not a claim was made.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

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

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

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

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (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 Bidder completely inspected the proposed project site and does the Bidder have a complete plan for its performance?

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

The foregoing list of subcontractor(s) may not be amended after award of the Contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld. If the subcontractor(s) is a County Business Enterprise (CBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

8. What equipment do you own that is available for the work?

9. What equipment will you purchase for the proposed work?

10. What equipment will you rent for the proposed work?

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

12. 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).

12.1 The correct name of the Bidder is _____

12.2 The business is a (Sole Proprietorship) (Partnership) (Corporation) _____

12.3 The address of principal place of business is _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

- 12.5 List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

- 12.6 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 12.7 List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

- 12.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last three (3) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 12.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

- 12.10 Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

- 12.11 Under what conditions does the Bidder request Change Orders.

NAME OF COMPANY: _____

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

ATTACHMENT "A"
SPECIFICATIONS

Specifications for the Removal of Underground Storage Tanks and Proper Abandonment of Associated Piping

General

These specifications submitted herein are intended to describe the requirements for the removal of three underground storage tanks (UST) and proper abandonment of associated piping. Vendor shall be responsible for a tank closure assessment report for each tank. This project shall be for the Transportation Department's Ravenswood facility located at 5440 Ravenswood Road Dania Beach, FL 33312.

Contractor shall supply all labor, materials, equipment, tools and supervision necessary to remove existing UST's and associated piping (including all electrical, hydraulic piping, air lines and controls).

Scope

Contractor shall be responsible for the proper removal of three Underground Storage Tanks (UST's) and associated piping in accordance with all federal, state and local regulations.

Three tanks to be removed are single wall fiberglass, sizes 10,000 gal. used oil – 1,500 gal. motor oil and 850 gal. automatic transmission fluid.

Contractor shall remove tanks in accordance with the supplied drawing as to minimize the impact to the Broward Co Transportation Departments daily activities. Area #1 shall consist of the motor oil and ATF tanks. Contractor must remove tanks and make ready for bus traffic before proceeding to area #2.

Contractor shall be responsible to saw cut existing concrete above tanks for the removal of tanks.

Contractor shall be responsible to backfill, compact and resurface area (Broward County will provide an independent testing lab for material testing) using 5,000 P.S.I. Concrete. Slab is to be doveled into existing concrete using #5 rebar. Final surface shall be a broom finish.

Contractor shall remove all soil around tanks and separate contaminated from, if found, non contaminated soil. Be advised that contaminated soil excavated, disposed of, or stockpiled on site during the closure of a storage tank system is regulated by Chapter 62-770, F.A.C. See attached Chapter 62-761 for more information.

Contractor shall supply separate price per ton as a contingency item for the proper removal and disposal of contaminated soil. Utilization of Item of Contingency must be requested, confirmed in writing, and approved by the County's representative in advance of performance of the work. If required during the course of the project, an approved contingency item will be effected by a construction Change Order.

Below are Broward County Rules and Regulations to be followed for the above referenced project.

A Broward County PPRAQD Hazardous Material Facility Storage Tank construction/closure application and License must be obtained prior to the closure activity. You may visit the following website for more detailed requirements:
http://www.broward.org/pprd/storage_tank_closure_modification.htm

A certified Pollution Storage System contractor (Chapter 489, F.S.) is required to sign the above application and perform the closure activity.

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

ATTACHMENT "A"
SPECIFICATIONS (continued)

The closure activity must be conducted in accordance with all applicable codes and regulations.
The contractor shall include in his bid the cost to

- a. Removing all liquids and accumulated sludges;
- b. Disconnecting and capping, or removing, all integral piping.
- c. Closing the storage tank system in accordance with paragraphs 62-761.800(2)(b), F.A.C., as applicable; and
- d. Conducting a closure assessment in accordance with subsection 62-761.800(3), F.A.C.

Monitoring wells affected by the removal of the three referenced tanks shall not be replaced.

A closure assessment report shall be submitted to the County within 60 days of completion of any of the activities listed in paragraph 62-761.800(3)(a), F.A.C. The closure assessment report shall include but not be limited to, sample types, sample locations and measurement methods, a site map, methods of maintaining quality assurance and quality control, and any analytical results obtained during the assessment in accordance with DEP's "Storage Tank System Closure Assessment Requirements."

Warranty

Removal and resurfacing of area(s) shall carry a (1) year warranty on workmanship from date of acceptance.

Miscellaneous

Hours of operation shall be 7 days per week from 7:00 am to 5:00 pm.

Contractor will be responsible for full cleanup of site on a daily basis during the demolition, removal and resurfacing of the area for the full duration of the project.

Removal shall be coordinated with the project manager or designee as to minimize the impact to the daily operations of the Mass Transit Division. (Please see attached drawing).

Contractor shall be responsible for obtaining all permits and will be reimbursed by the county on a pass through basis. Payment for Permit fees will be paid as Pass-thru costs as specified in Bid Item 2 of the Bid Sheet(s). The purpose of the "pass-thru" allowance item of \$1,000.00 is for the estimated cost of fees for permits required for project. Include the Bid Item No. 2 pass-thru cost allowance of \$1000.00 into the Total Bid amount. Proof of the cost must be submitted with invoice to Accounting in order for invoice to be processed for payment, with a copy of the costs invoice sent to the Contract Administrator of the Transportation Department. No markup will be permitted for these pass-thru costs. A reconciliation change order will be issued at the project's completion to reflect actual costs.

Time of Completion

Contractor will be maximum of 56 calendar days to complete the project from the Project Initiation Date specified in the Second Notice to Proceed. . See Special Instructions to Bidders, Item 15 – Liquidated Damages for requirements.

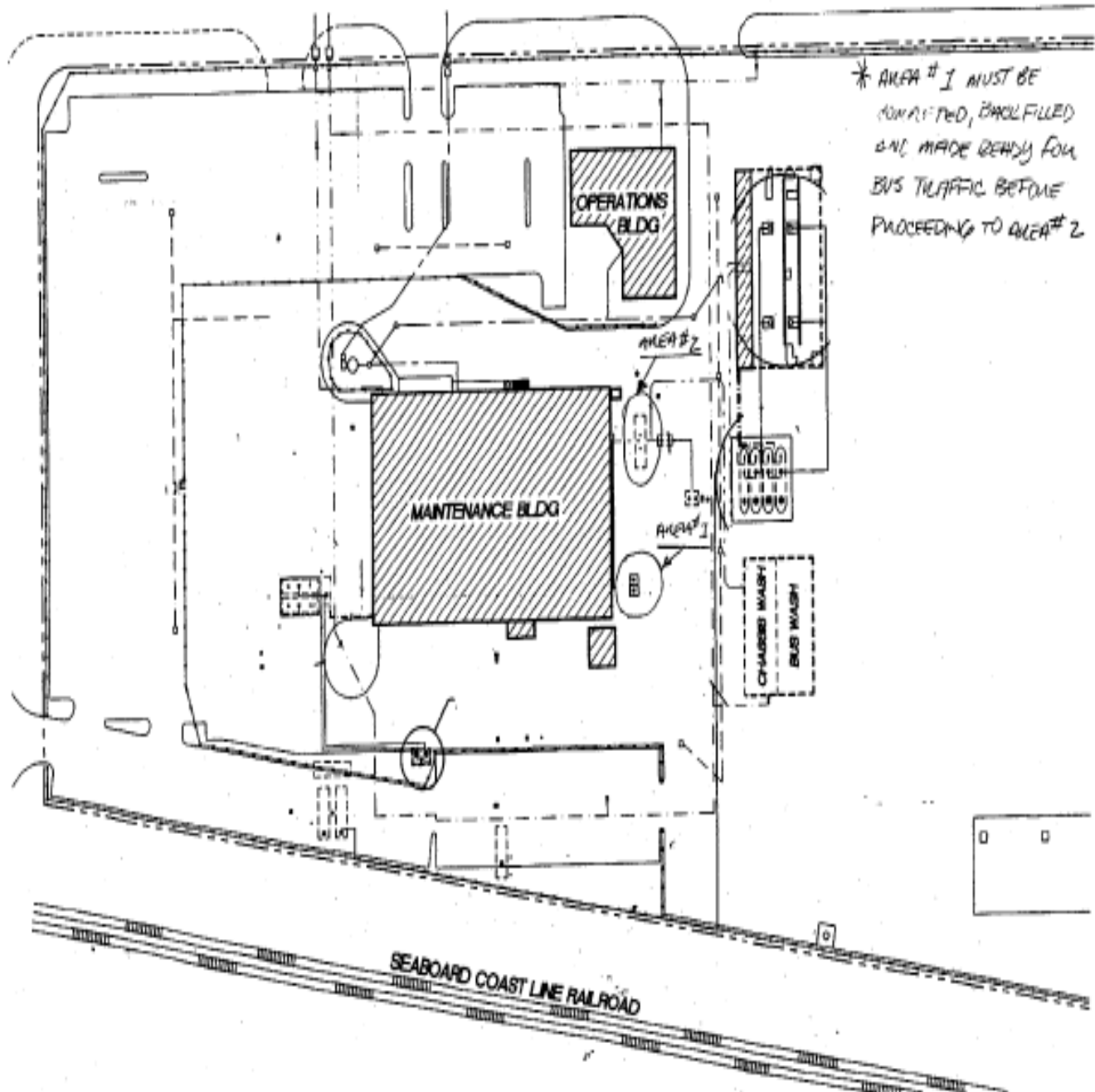
Liquidated Damages

There shall be liquidated damages associated with this contract to be paid by the contractor to the county in the amount of \$250.00 per calendar day for each day beyond the time allotted. See Special Instructions to Bidders, Item 15 – Liquidated Damages for requirements.

UNDERGROUND STORAGE TANKS REMOVAL
NON-SHELTERED MARKET

ATTACHMENT "A"
SPECIFICATIONS (continued)

BLOWARD COUNTY TRANSPORTATION DEPT. RAVENSWOOD FACILITY



**ATTACHMENT "B"
SUPPLEMENT**

This purchase order or contract is subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regular 49 CFR part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1E, "Third Party Contracting Guidelines," dated June 19, 2003, as may be amended; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at: <http://www.fta.dot.gov/library/admin/BPPM/appA1.html>. References to the Code of Federal Regulations (CFR) website are available at: <http://www.gpoaccess.gov/cfr/index.html>.

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Office of Transportation, 3201 West Copans Road, Pompano Beach, Florida 33069; telephone (954) 357-8481, fax (954) 357-8305; or email dshuler@broward.org.

PART A**GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS AND PURCHASE ORDERS**

1. Prohibited Interest. No employee, officer, or agent of Broward County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Broward County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for ward (contractor). No Broward County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.
2. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or purchase order or to any benefit arising therefrom.
3. No Government Obligation to Third Parties. The contractor agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this contract or purchase order. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
4. Program Fraud and False or Fraudulent Statements. The contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this project. The contractor certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to this contract. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate.
5. Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(2) dated October 1, 2004) between Broward County and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
6. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in this Supplement to Purchase Order

**ATTACHMENT "B"
SUPPLEMENT**

include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Broward County request which would cause the County to be in violation of the FTA terms and conditions.

7. Access to Records. The contractor agrees to provide Broward County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (include a PMO contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311. The contractor further agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Broward County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

8. Civil Rights. The following requirements apply to this purchase order or contract:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity. The following equal opportunity requirements apply to this purchase order or contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and federal transit laws at 49 USC §5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implemented Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 202 of the Americans with Disabilities Act, as amended, 42 USC §12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part

**ATTACHMENT "B"
SUPPLEMENT**

1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

- c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

9. Disadvantaged Business Enterprise (DBE).

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b. The contractor, subrecipient, or subcontractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as Broward County may deem appropriate.
- c. The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.
- d. Since this project is funded in part using federal funds, it is the policy of the Broward County Small Business Development Division to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as subcontractors and suppliers on all contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e. Broward County fully supports the federal government's Disadvantaged Business Enterprises Program.

The overall goal setting provisions of 49 CFR Part 26 require that the County, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the County obtains contractors. In this regard, the County has established DBE participation goals and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project. To be considered responsive, each Bidder must correctly submit with the bid a completed Schedule of DBE Participation Form, executed Letters of Intent, and the DBE Unavailability Report with good faith documentation when applicable with the bid. The Small Business Development Division will review all forms to determine their responsiveness:

1. Letter of Intent to Utilize DBE Subcontractors – Exhibit 1.
2. Schedule of DBE Participation – Exhibit 2.
3. DBE Unavailability Report, only required if goals were not met – Exhibit 3.
4. DBE Utilization Report – Exhibit 4.
5. Final DBE Utilization Report – Exhibit 5.

These forms are included herein as Exhibits 1, 2, 3, 4, and 5.

Schedule of DBE Participation:

BIDDER must list the proposed subcontractors in the Schedule of DBE Participation form indicating the type of work to be performed and a projection of subcontract amount or percentage of fees to be awarded, if selected.

Letter of Intent:

Letter of Intent must be executed by the BIDDER and countersigned by all DBE subcontractors listed in the Schedule of DBE Participation form. The letter of Intent form can also be downloaded from the Small Business Development Division web site: www.broward.org/smallbusiness/compliance. The information contained in the Letter of Intent and the Schedule of DBE Participation with regard to the proposed level of DBE participation should be the same as to content.

ATTACHMENT "B"
SUPPLEMENT

Each DBE listed on the Schedule of DBE Participation must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Small Business Development Division at (954) 357-6400.

DBE Unavailability Report:

BIDDER that submits a DBE Unavailability Report, Exhibit 3, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if BIDDER wishes to remain eligible for award. Reasonable efforts as determined by the Small Business Development Division to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the BIDDER or COUNTY.
- A report submitted by the BIDDER to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bid on a Subcontract but declared "unqualified" by the BIDDER, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the BIDDER considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsive bid, an Unavailability of DBE Certificate signed by the BIDDER.

For the purposes of goal achievement, the County requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines. The State of Florida Department of Transportation (FDOT) and the Small Business Development Division maintain a directory of certified DBE firms which is available to bidders.

The directory mentioned above is available for use by VENDORS on-line through the Broward County Small Business Development Division at <http://www.broward.org/smallbusiness/directory.htm>.

Contact the Small Business Development Division at (954) 357-6400 for more information.

A listing of certified DBEs by Florida Department of Transportation (FDOT) can be viewed at the following Unified Certification Program (UCP)

Website – www.bipincwebapps.com/biznetflorida.

- f. CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** and **Exhibit 2 (Schedule of Participation)** shall remain at least at the percentage levels set forth therein.

ATTACHMENT "B"
SUPPLEMENT

-
- g. CONTRACTOR shall pay its subcontractors and suppliers within ten (10) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days following receipt of payment of retained amounts from COUNTY, or within ten (10) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
 - h. CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.
 - i. CONTRACTOR agrees to submit a monthly report to the Small Business Development Division, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 4 - DBE Utilization Report**.
 - j. CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5 - Final DBE Utilization Report**.
 - k. CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at contract award.
 - l. CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of this Agreement, shall be cause for COUNTY to withhold further payments under the Agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

CONTRACTOR's whose performance fell short of original commitments would be subject to the compliance mechanisms the County had made applicable.

- m. CONTRACTOR agrees that it cannot terminate a DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE subcontractor needs to be replaced or removed from the team, CONTRACTOR must submit a written request to the Small Business Development Division with detailed explanation or justification for the submission of such request. If the request is due to a voluntary cessation of the DBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE subcontractors will only be approved on a case-by-case basis, provided that reasons cited are properly justified. When a DBE subcontractor is terminated, or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

10. CONTRACT COMPLIANCE MONITORING

- a. Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

**ATTACHMENT "B"
SUPPLEMENT**

- b. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. The Small Business Development Division staff will have the authority to audit and monitor all contracts and contract-related documents related to Broward County projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general contractors, and subcontractors.
- c. CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE subcontractors.

11. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

12. Full and Open Competition. FTA Circular 4220.1E imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

PART B**ADDITIONAL REQUIREMENTS – CONDITIONAL**

(Please read each qualifying condition carefully)

13. Termination for Convenience or Default. If this purchase order or contract is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), Broward County may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Broward County. If the contractor has any property in its possession belonging to the County, the contractor will account for the same, and dispose of it in the manner the County directs. If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the contractor fails to comply with any other provisions of this contract, Broward County may terminate this contract for default. The County shall terminate this contract by default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of Broward County-owned goods, the contractor shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to Broward County or its agent. The contractor and Broward County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services. Refer to Article 21 of the Best Procurement Practices Manual, incorporated as a reference herein.

14. Recycled Products. If this purchase order or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and

ATTACHMENT "B"
SUPPLEMENT

the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873.

15. Government-wide Debarment and Suspension. If this contract or purchase order has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with, and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

16. Buy America. If this contract or purchase order exceeds \$100,000, the contractor agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to Broward County the appropriate Buy America certification, model formats for which are contained as **Exhibit 6**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. Breaches and Dispute Resolution. FTA Circular 4220.1E imposes the requirements at 49 CFR part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of this contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

18. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient. A certification format is appended as **Exhibit 7**.

19. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Broward County and agrees that Broward County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

20. Clean Water. If this purchase order or contract is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Broward County and agrees that Broward County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal

ATTACHMENT "B"
SUPPLEMENT

assistance provided by FTA.

21. Bonding Requirements. For those construction or facility improvement contracts exceeding \$100,000, the contractor agrees to provide a bid guarantee equivalent to five percent (5%) of the bid price, obtain a 100 percent performance bond, and payment bonds equal to 50 percent of the contract price if not more than \$1 million, 40 percent of the contract price if more than \$1 million but less than \$5 million, or \$2.5 million if the contract price is more than \$5 million. The contractor also agrees to comply with any other bonding requirements FTA or Broward County may issue, which may include a requirement for a cash deposit, certified check, other negotiable instrument, or irrevocable letter of credit accepted in lieu of performance and payment bonds.

22. Davis-Bacon and Copeland Anti-Kickback Acts. If this purchase order or contract involves a construction project over \$2,000, the contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The Acts apply to construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government and, for the purposes of the Acts, include "actual construction, alteration and/or repair, including painting and decorating." The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are enumerated at 29 CFR 5.5a. In accepting this order or contract, the contractor further agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

23. Contract Work Hours and Safety Standards Act Requirements. If this purchase order or contract involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

24. Transit Employee Protective Agreements. If this contract or purchase order involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator, the contractor agrees to comply with the applicable transit employee protective requirements, as follows, and further agrees to include the applicable requirement(s) in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA:

- a. General Transit Employee Protective Requirements -- To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A5333(b) and U.S. Department of Labor guidelines at 29 CFR part 215, and any amendments thereto.
- b. Transit Employee Protective Requirements for Projects for Elderly Individuals and Individuals with Disabilities -- If the contract involves transit operations financed in whole or in part with Federal assistance authorize by 49 USC §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed, the contractor agrees to comply with terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC §5333(b), 29 CFR part 215, and any amendments thereto.
- c. Nonurbanized Areas -- If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 USC §5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.

25. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate

**ATTACHMENT "B"
SUPPLEMENT**

certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

26. Cargo Preference. The contractor agrees to use privately-owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent that such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels. The contractor also agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to Broward County (through the contractor in the case of subcontractor's bill-of-lading). The contractor further agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

27. Drug and Alcohol Testing. If this purchase order or contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Broward County, the contractor agrees to participate in Broward County Office of Transportation's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the contractor subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the County's contract administrator must be included in any subsequent agreement. The contractor further agrees to certify, prior to the commencement of services under this contract or purchase order and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the Director, Office of Transportation (a model form for certifying compliance is appended as **Exhibit 8**, attached).

28. Patent and Rights in Data. If this purchase order or contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, the contractor agrees to be bound by the terms and conditions contained at 49 CFR Part 19, Appendix A, Section 5, and with any other implementing requirements FTA may issue. These patent and rights in data requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development and/or in writing the user's manual.

29. Privacy Act. If this purchase order or contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Broward County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

30. Charter Bus. If this is an Operational Service contract, the contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Requirements. If this is an Operational Service contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of

**ATTACHMENT "B"
SUPPLEMENT**

students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

32. Bus Testing. If this purchase order or contract pertains to the acquisition of rolling stock/turnkey, the contractor (manufacturer) agrees to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, which require: (1) a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle; (2) a manufacturer who releases a report under subparagraph (1) above shall provide notice to the operator of the testing facility that the report is available to the public; (3) if the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle; if the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing; and (4) if the manufacturer represents that the vehicle is "grandparented" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components. The bidder or offeror must submit a certification of compliance with FTA's bus testing requirements with all bids or proposals subject to the requirements of 49 USC A5323(c) and 49 CFR Part 665. A model format for certifying compliance is attached as **Exhibit 9**.

33. Pre-Award and Post-Delivery Audit Requirements. If this purchase order or contract pertains to the acquisition of rolling stock/turnkey, the contract agrees to comply with 49 USC §5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a. Buy America Requirements. The contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. A sample certification is attached at **Exhibit 10**. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements. The contractor shall submit evidence that it will be capable of meeting the bid specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS). The contractor shall submit (1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS requirements or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

34. Seismic Safety. If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

35. Transit Vehicle Manufacturer (TVM) Certification. If this purchase order or contract involves the procurement of transit vehicles, the contractor must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. A sample certification is attached at **Exhibit 11**.

ATTACHMENT "B"
SUPPLEMENT
Exhibit 1



LETTER OF INTENT

To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to Broward County's RLI/Bid No. _____, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: _____

Address of DBE Firm: _____

Expiration of DBE Certification: _____ Projected DBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: _____
(Dollar Amt. or Percentage %)

(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): _____

Subscribed and sworn to before me this _____ day of _____, 200_____.

Notary's Signature _____ Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
____ an individual ____ a partnership ____ a corporation ____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. DBE) (Date)

Print Name (owner or authorized Rep. DBE): _____

Subscribed and sworn to before me this _____ day of _____, 200_____.

Notary's Signature: _____ Notary Seal: _____

**ATTACHMENT "B" SUPPLEMENT
Exhibit 2**



SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RLI #:	PROJECT LOCATION:	DATE FORM SUBMITTED:
PROJECT NAME:	PROJECT START DATE:	
PRIME CONTRACTOR:	ADDRESS:	
CONTACT PERSON:	TELEPHONE #: ()	FAX#: ()

DBE Subcontractor	Expiration of Certification	Address	Phone	Type of Work To Be Performed	Sub-Contract Amount or Percentage (%)
					()%
					()%
					()%
					()%
					()%
					()%
Total DBE participation					()%
Total prime contract amount					()%
Total DBE Participation (Total amount allocated to DBEs divided by Total Contract Amount)					()%

The listing of a DBE shall constitute a representation by the bidder/responder to Broward County that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division, and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

Signature	Title	Date
-----------	-------	------

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

SBDD Compliance Form 2004-11R

ATTACHMENT "B"
SUPPLEMENT
Exhibit 3



DBE
UNAVAILABILITY REPORT

RLI/BID NO. _____

(NAME OF PRIME)

(ADDRESS)

(TELEPHONE NO.)

The undersigned representative of the Prime personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding DBE sub concessionaires/contractors is true and correct to the best of his/her knowledge:

1. The following DBE were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

Name

2. The following DBE were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

Name

3. The following DBE submitted bids which were not the low acceptable bids. (Attach list if necessary.)

Name

If you did not get any responses to your solicitation of DBE, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing list, etc.

Signature: _____

Title: _____

Date: _____

SBDD Compliance Form 2004-12R

**ATTACHMENT "B" SUPPLEMENT
Exhibit 4**



MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:	
CONTACT PERSON:	TELEPHONE #: ()	FAX # ()	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED MONTHLY TO BROWARD COUNTY SMALL BUSINESS DEVELOPMENT DIVISION

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category					
								M	F	B	H	A	NA	W	

Black American – B Hispanic American – H Asian American – A Native American – NA Non-Minority Women - W

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

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by the Small Business Development Division.

ATTACHMENT "B"
SUPPLEMENT
Exhibit 5



FINAL MONTHLY DBE UTILIZATION REPORT

(To be submitted with the final invoice)

Report No. _____

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:	TELEPHONE #: ()	FAX # ()

SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amount Paid to DBE Firms																

Black American – B Hispanic American – H Asian American – A Native American – NA Non-Minority Women - W

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

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by the Small Business Development Division.

SBDD Compliance Form F2004-7R

ATTACHMENT "B"
SUPPLEMENT
EXHIBIT 6
BUY AMERICA CERTIFICATION

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS
(INCLUDING ROLLING STOCK) OVER \$100,000**

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

(Signature)

(Company)

(Title)

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

ATTACHMENT "B"
SUPPLEMENT

EXHIBIT 7
RESTRICTIONS ON LOBBYING CERTIFICATION

FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING CONSTRUCTION/ARCHITECTURAL AND
ENGINEERING/ACQUISITION OF ROLLING STOCK/PROFESSIONAL SERVICE
CONTRACTS/OPERATIONAL SERVICE CONTRACTS/ TURNKEY CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

(Signature)

(Company)

(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

ATTACHMENT "B"
SUPPLEMENT
EXHIBIT 8
DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

(Date)

(Signature)

(Company)

(Title)

¹ The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

ATTACHMENT "B"
SUPPLEMENT
EXHIBIT 9
BUS TESTING COMPLIANCE CERTIFICATION

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (contractor/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

(Date)

(Signature)

(Company)

(Title)

ATTACHMENT "B"
SUPPLEMENT
EXHIBIT 10
PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS CERTIFICATION

FOR BUSES/ROLLING STOCK/TURNKEY PROCUREMENTS OVER \$100,000

Check one:

- ☐ The bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- ☐ The bidder hereby certifies that it cannot comply with the requirements at 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

(Date)

(Signature)

(Company)

(Title)

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

ATTACHMENT "B"
SUPPLEMENT
EXHIBIT 11
Transit Vehicle Manufacturer (TVM)
CERTIFICATION OF COMPLIANCE WITH SUB PART D, PART 26

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26. 49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the
(Name of Firm)
requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The
goals apply to fiscal year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)
to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)
requirements of Section 26.49 of 49 CFR Part 26.

(Signature) (Date)

Title: _____

Company: _____

Telephone No.: _____

Fax No.: _____

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301 Expiry:

Applicant:Amount: _____
(in United States funds)

(Date) _____

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)at _____
(Branch Address)by order of and for the account of _____
(Contractor, Applicant, Customer)up to an aggregate amount, in United States Funds, of _____ available by your draft
at
sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the
Administrator's authorized representative, that the drawing is due to default in
performance of certain obligations on the part of _____
agreed upon by and between _____ Broward County and
(Contractor, Applicant, Customer)
_____ pursuant to the
(Contractor, Applicant, Customer)

Bid/Contract No. _____ for _____
(Name of Project)Drafts must be drawn and negotiated not later than _____
(Expiration Date)Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)of _____, dated _____
(Bank Name)

ATTACHMENT "C"
(Continued)BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT (Continued)

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Broward County that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the contract and the submission of the required Performance and Payment Guaranty and Insurance

Certificate by the _____
(Contractor, Applicant, Customer)

_____ shall be released of obligations.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or county and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "D"FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

.That we _____ as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract dated the _____ day of _____, 2009, with COUNTY for _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the COUNTY for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays COUNTY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that COUNTY sustained; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by COUNTY to be, in default under the Contract, the COUNTY having performed COUNTY'S obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the COUNTY elects, upon determination by the COUNTY and surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and COUNTY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by COUNTY to CONTRACTOR.

ATTACHMENT "D"
(Continued)FORM OF PERFORMANCE AND PAYMENT BOND

No right action shall accrue on this bond to or for the use of any person or corporation other than the COUNTY named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, A. D., 2009.

(Name of Corporation)

WITNESSES:

Secretary

BY: _____
(Signature and Title)

BY: _____
(Type Name and Title signed above)

(CORPORATE SEAL)

IN THE PRESENCE OF:

_____ INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

ATTACHMENT "E"PERFORMANCE AND PAYMENT GUARANTY FORMIRREVOCABLE LETTER OF CREDIT

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:Applicant:

Broward County through its
Broward County Board of
County Commissioners
County Administrator
Governmental Center
115 South Andrew Avenue
Fort Lauderdale, Florida 33301

Amount: _____
in United States Fund

Expiry:

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)at _____
(Branch Address)by order of and for the account of _____
(Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of _____ available

by your draft at sight, accompanied by:

- (1) A signed statement from the County Administrator of Broward County, or the Administrator's authorized representative, that the drawing is due to default in performance of certain obligations on the part of _____
(Contractor, Applicant, Customer)

agreed upon by and between Broward County and _____
(Contractor, Applicant, Customer)pursuant to the Bid/Contract No. _____ for _____
(Name of Project)

and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____
(Expiration Date)Drafts must bear the clause: "Drawn under Letter of Credit No. _____
(Number)of _____, dated _____
(Bank Name)

ATTACHMENT "E"
(Continued)PERFORMANCE AND PAYMENT GUARANTY FORMIRREVOCABLE LETTER OF CREDIT

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the

(Contractor, Applicant, Customer)

and final acceptance by Broward County.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1984 revision), Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(NAME OF ISSUING BANK)

Authorized Signature

Type Name

Type Title

ATTACHMENT "F"FORM OF CERTIFICATE AND AFFIDAVIT
FOR BONDS UNDER \$500,000.00NOTE: THIS DOCUMENT WILL NOT SERVE AS A VALID BOND.

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER _____

BIDDER NAME _____

ADDRESS _____

PHONE _____

AMOUNT OF BOND _____

SURETY BOND _____

COMPANY _____

NAME _____

ADDRESS _____

PHONE _____

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB1266), the insurer named above:

Holds a certificate of authority authorizing it to write surety bonds in Florida.

Has twice the minimum surplus and capital required by the Florida Insurance Code.

Holds a currently valid certificate of authority issued by the United States Department of Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Agent and Attorney-in-Fact Date SignedAFFIDAVIT
STATE OF FLORIDA)
COUNTY OF)SS

Before me this day personally appeared _____, Chief Financial Officer of _____, who, being duly sworn, executed the foregoing instrument and acknowledged to and before me the truthfulness and accuracy of the statements in the foregoing instrument.

Signature of person making Affidavit

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2007

Notary Public, State, State of Florida

My Commission Expires: _____

ATTACHMENT "G"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 _____, 2009,
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 "H"SUPPLEMENTAL TO BID/TENDER FORMTRENCH SAFETY ACT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED
RESPONSIVE

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

The Bidder further identified the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total \$ _____

IN ORDER TO BE CONSIDERED RESPONSIVE, THE BIDDER MUST COMPLETE* THIS FORM, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENT.

Name of Bidder

Authorized Signature of Bidder

*COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, i.e., DESCRIPTION, UNIT, QUANTITY, UNIT PRICE, EXTENDED, AND METHOD.

Insurance Requirements for Underground Storage Tank Removal

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

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY / ☒ Commercial General Liability ☒ Premises-Operations ☐ Explosion & Collapse Hazard ☒ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1000K	\$1,000K
	Personal Injury		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$500K	
☒ POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded. \$100k	\$1000k	\$2000k
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	☒ STATUTORY		
		(each accident)	\$100K MIN
☐ PROFESSIONAL LIABILITY - E&O	Max. Ded. \$		\$
	VENDOR RESPONSIBLE FOR DEDUCTIBLE		
☐ PROPERTY COVERAGE / ALL RISK	Max. Ded. \$		Agreed value
			Replacement Cost
☐ If project greater than \$50k - installation floater required for replacement of materials, equipment and installation. All risk, agreed value.	Max Deductible	\$ 10K	
	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE	
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Also when applicable certificate should show B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI/RFP, and project manager.			

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

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

Name & Address of Certificate Holder
 Broward County Board of County Commissioners
 Risk Management Division, RM 210
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 RE: (R. Caminetti, Transportation Dept.)

Dawn Mehler
 Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, o=B.C.C., ou=Risk Management,
 email=Dawn.Mehler@broward.org,
 Date: 2009.06.23 15:14:54 -0400
 Dawn Mehler,
 Risk Management Division
 6/23/09

Insurance Limits Form 03 Revised certificate of insurance revised 2006 DOC LOR



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

* NEW FORM *

This form is a recent addition to the standard DBE bid package.

Please review the instructions and provide the requested information.

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

Please complete and mail or fax to:
Broward County Purchasing Division
115 S. Andrews Avenue
Fort Lauderdale, FL 33301-1801
TELEPHONE: (954) 357-6065
FAX: (954) 357-8535

The purpose of this form is to obtain information to develop and maintain a list of all prime Vendors and subcontractors/subconsultants participating or attempting to participate in County sponsored DOT-assisted contracts. Broward County needs this information to maintain a bidders list as required by federal law. The information is not a matter of responsiveness and thus may be included in your bid submittal package or after bid submission.

Prime Vendor Information

- | | | |
|---|--|---|
| <p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____

_____</p> <p>5. Year Firm Established: _____</p> <p>6. ☐ DBE
☐ Non-DBE</p> <p>9. Ethnic Categories
☐ B (Black American)
☐ H (Hispanic American)
☐ NA (Native American)
☐ Subcont. Asian American
☐ Asian Pacific American
☐ Non-Minority Women
☐ Other (i.e., not of any other group listed above)</p> | <p>7. Type of work bid on: _____

(Please be specific in regard to the type of work).</p> | <p>8. Annual Gross Receipts
☐ Less than \$200,000
☐ \$200,001 - \$500,000
☐ \$500,001 - less than \$1 million
☐ \$1 million - less than \$5 million
☐ \$5 million - less than \$10 million
☐ \$10 million - less than \$20 million
☐ \$20 million - less than \$50 million
☐ \$50 million - less than \$100 million
☐ \$100 million - less than \$500 million
☐ \$500 million - less than \$1 billion
☐ Over \$1 billion</p> |
|---|--|---|

Subcontractor/Subconsultant Information

(Provide this information for any sub vendor(s) who provided the prime vendor with a bid or quote to perform work on the project; or any sub vendor(s) solicited by the prime vendor to provide a bid or quote.)

- | | | |
|--|--|---|
| <p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> | <p>8. Type of work bid on: _____
_____</p> | <p>9. Annual Gross Receipts
☐ Less than \$200,000
☐ \$200,001 - \$500,000</p> |
|--|--|---|



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

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

* NEW FORM *

This form is a recent addition to the standard DBE bid package.

Please review the instructions and provide the requested information.

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

4. Address: _____

(Please be specific in regard to the type of work).
5. Year Firm Established: _____
6. ☐ DBE
☐ Non-DBE
7. ☐ Subcontractor
☐ Subconsultant
10. Ethnic Categories
☐ B (Black American)
☐ H (Hispanic American)
☐ NA (Native American)
☐ Subcont. Asian American
☐ Asian Pacific American
☐ Non-Minority Women
☐ Other (i.e., not of any other group listed above)
- ☐ \$500,001 - less than \$1 million
☐ \$1 million - less than \$5 million
☐ \$5 million - less than \$10 million
☐ \$10 million - less than \$20 million
☐ \$20 million - less than \$50 million
☐ \$50 million - less than \$100 million
☐ \$100 million - less than \$500 million
☐ \$500 million - less than \$1 billion
☐ Over \$1 billion

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

Subcontractor/Subconsultant Information (continued)

(Provide this information for any sub vendor(s) who provided the prime vendor with a bid or quote to perform work on the project; or any sub vendor(s) solicited by the prime vendor to provide a bid or quote.)

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million ☐ \$500 million - less than \$1 billion ☐ Over \$1 billion
10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA (Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million ☐ \$500 million - less than \$1 billion ☐ Over \$1 billion
10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA (Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million
---	---	--

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

7. ☐ Subcontractor ☐ Subconsultant 10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA(Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	☐ \$500 million - less than \$1 billion ☐ Over \$1 billion 9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million ☐ \$500 million - less than \$1 billion ☐ Over \$1 billion
1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant 10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA(Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)		

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

Subcontractor/Subconsultant Information (continued)

(Provide this information for any sub vendor(s) who provided the prime vendor with a bid or quote to perform work on the project; or any sub vendor(s) solicited by the prime vendor to provide a bid or quote.)

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million ☐ \$500 million - less than \$1 billion ☐ Over \$1 billion
10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA (Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million ☐ \$20 million - less than \$50 million ☐ \$50 million - less than \$100 million ☐ \$100 million - less than \$500 million ☐ \$500 million - less than \$1 billion ☐ Over \$1 billion
10. Ethnic Categories ☐ B (Black American) ☐ H (Hispanic American) ☐ NA (Native American) ☐ Subcont. Asian American ☐ Asian Pacific American ☐ Non- Minority Women ☐ Other (i.e., not of any other group listed above)		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____ 6. ☐ DBE ☐ Non-DBE 7. ☐ Subcontractor ☐ Subconsultant	8. Type of work bid on: _____ _____ _____ (Please be specific in regard to the type of work).	9. Annual Gross Receipts ☐ Less than \$200,000 ☐ \$200,001 - \$500,000 ☐ \$500,001 - less than \$1 million ☐ \$1 million - less than \$5 million ☐ \$5 million - less than \$10 million ☐ \$10 million - less than \$20 million
--	---	---

ATTACHMENT "J"
BIDDER'S OPPORTUNITY LIST

5. Year Firm Established: _____ ☐ \$20 million - less than \$50 million
6. ☐ DBE ☐ \$50 million - less than \$100 million
 ☐ Non-DBE ☐ \$100 million - less than \$500 million
7. ☐ Subcontractor ☐ \$500 million - less than \$1 billion
 ☐ Subconsultant ☐ Over \$1 billion

10. Ethnic Categories
☐ B (Black American)
☐ H (Hispanic American)
☐ NA (Native American)
☐ Subcont. Asian American
☐ Asian Pacific American
☐ Non- Minority Women
☐ Other (i.e., not of any other group listed above)

-
- | | | |
|--|---|---|
| 1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____
6. ☐ DBE
☐ Non-DBE
7. ☐ Subcontractor
☐ Subconsultant | 8. Type of work bid on: _____

(Please be specific in regard
to the type of work). | 9. Annual Gross Receipts
☐ Less than \$200,000
☐ \$200,001 - \$500,000
☐ \$500,001 - less than \$1 million
☐ \$1 million - less than \$5 million
☐ \$5 million - less than \$10 million
☐ \$10 million - less than \$20 million
☐ \$20 million - less than \$50 million
☐ \$50 million - less than \$100 million
☐ \$100 million - less than \$500 million
☐ \$500 million - less than \$1 billion
☐ Over \$1 billion |
|--|---|---|

10. Ethnic Categories
☐ B (Black American)
☐ H (Hispanic American)
☐ NA (Native American)
☐ Subcont. Asian American
☐ Asian Pacific American
☐ Non- Minority Women
☐ Other (i.e., not of any other group listed above)
-