

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 ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **DECEMBER 17, 2008**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

DESIGN/PRINT/MAIL/PARKING PERMIT REGISTRATION NOTICES/NSM

BID NO. **JY08332B2**

PURCHASING AGENT NAME & TELEPHONE NUMBER

ILYSE S. VALDIVIA (954) 357-6078

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

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director 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 Purchasing Director. 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 Purchasing Director, 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 not 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 over-exposure.
- (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 Purchasing Director.
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 Purchasing Director 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 Purchasing Director. 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 Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director 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 Purchasing Director 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 Purchasing Director 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, 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 the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifications

or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offeror with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.
- c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.
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, F.S. 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, F.S.

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, Fla. Stat.), 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 Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet 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.

Please take notice to the bid 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 addendums are sent electronically to vendors registered under the applicable commodity code(s) at the time the original solicitation was created. In addition, all addendums are posted on the Purchasing Division website, www.broward.org/purchasing; select 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 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 blue ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director
Broward County Purchasing Division

Broward County Board of County Commissioners

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

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

LIVING WAGE SERVICE CONTRACT

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

1. SCOPE:

Bids are hereby invited on an open-end basis for Mailing Services and Printing of Auto, Vessel, Mobile Home, and Parking Permit Registration Renewal Reminder Notice for the Revenue Collection Division and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, and shall terminate two-years 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.

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES**
(NON-SHELTERED MARKET)

2. **SPECIFICATIONS AND REQUIREMENTS:**

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

3. **CONTINGENCY FEES:**

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

4. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Ilyse S. Valdivia, Purchasing Agent at (954) 357-6078.

Bidders requiring technical clarifications should contact Eileen M. Kavanagh at (954) 797-8777. 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. **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.

6. **SITE VISIT AND/OR PRE-BID CONFERENCE:**

Not applicable for this bid.

7. **DELIVERY AND ACCEPTANCE:**

Shall be in full accordance with Specifications listed in Attachment "A".

8. **SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:**

Bidders may be required to submit samples of items offered for review and evaluation within five (5) calendar days when requested by the Broward County Purchasing Division. Vendors who do not comply with this request will be considered non-responsive.

Vendor should submit minimally three (3) references with their submission but must submit required references within five days of request of the Purchasing Division. References should be from customers that have received like products or services from the bidder.

9. **INSURANCE REQUIREMENTS:**

Not applicable for this bid.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES**
(NON-SHELTERED MARKET)

10. **WARRANTY:**
Not applicable for this bid.
11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** (formerly known as **OCCUPATIONAL LICENSE TAX**)
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. 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.
12. **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 16½) in performing any services pursuant to this Agreement."
13. **LIVING WAGE ORDINANCE:** (*Vendor Questionnaire - Item No. 10 applies*)
Bidders are advised that the provisions of the **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")** will apply to this contract, if the open-end contract award value exceeds \$100,000 per year or the individual project value exceeds \$100,000 under a fixed term contract. In accordance with the Living Wage Ordinance, the bidder agrees to pay the minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted. **There will be no increase in contract prices paid by Broward County to the Bidder due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.** Explanation of Living Wage contract requirements is included in Attachment "D". The Living Wage Ordinance Compliance Affidavit, Exhibit 1, included in Attachment "D", should be furnished within five (5) business days after request by the Purchasing Agent but must be submitted prior to award by the Director of Purchasing or recommendation for award to the Board of County Commissioners.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES**
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14. **CONE OF SILENCE ORDINANCE:**

- 14.1 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.
- 14.2 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.
- 14.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

15. **COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE (CDBE):**

- 15.1 The Broward County Community Disadvantaged Business Enterprise Program (CDBE Program) shall not apply to this contract. There is no CDBE participation goal assigned to this contract.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

16. **PREFERENCES:** No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

- 16.1 **DOMESTIC PARTNER CLAUSE: (Attachment "E") Preference for county contractors providing for nondiscrimination of benefits for domestic partners.** (Reference Ordinance No. 1999-18, as amended) In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

- 16.2 **LOCAL PREFERENCE CLAUSE:**

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

17. **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 "C") 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.

18. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (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 they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

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

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES**
(NON-SHELTERED MARKET)

19. **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.
20. **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 "C"
 - ☐ Living Wage Ordinance Compliance Affidavit (Exhibit 1) & Application for Exemption (Exhibit 2) - Attachment "D"
 - ☐ Domestic Partner Certification - Attachment "E"

*** 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

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

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

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

GROUP 1 (ITEMS 1 THRU 6)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE #91558 DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1,570,000 Ea.	Records – Design and Print full color 2/2, as per specifications listed in Attachment "A" and samples shown in Attachment "B" -*	\$ _____/Ea.	\$ _____
2.	1,132,500 Ea.	Notices – Combined inserting & sorting fee, as per specifications listed in Attachment "A" and samples shown in Attachment "B" -*	\$ _____/Ea.	\$ _____
3.	1,132,500 Ea.	Outside Envelope – printed with address and logo – includes multiples, as per specifications listed in Attachment "A" and samples shown in Attachment "B" -*	\$ _____/Ea.	\$ _____
4.	1,132,500 Ea.	Return Envelope – printed with address and logo – includes multiples, as per specifications listed in Attachment "A" and samples shown in Attachment "B" -*	\$ _____/Ea.	\$ _____
5.	100,000 Ea.	Fast Forward Services: National Change of Address Form from the Post Office.	\$ _____/Ea.	\$ _____
6.	1,132,500 Ea.	Postage rate per mail piece – includes Multiples for mail discount-*	\$ _____/Ea.	\$ _____

GROUP 1 (ITEMS 1 THRU 6)**\$ _____**

*Postage and Notice quantity may vary depending on multiple notices.

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)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

Delivery should be coordinated with the Revenue Collection Division's Operations Manager upon award of Contract. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated fuel costs should be considered and included in the price quoted.

Submission of a bid will be construed that the bidder is acquainted sufficiently with the services to be performed.

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

Please indicate if delivery will be made by:

Common Carrier	_____
Company Vehicle	_____
Other	_____

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

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

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

NAME OF COMPANY: _____

BID SHEET
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

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 ☐

FOR OPEN-END CONTRACT:

If vendor accepts credit card as payment, vendor agrees to provide the using agency, on no less than a quarterly basis, a transaction report documenting all order quantities for each item purchased and delivered under the contract during the reporting period. YES ☐ NO ☐

ELECTRONIC PAYMENT:

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

NAME OF COMPANY: _____

BID SHEET
(Continued)

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

PREFERENCES:

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES ☐ NO ☐
DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE? YES ☐ NO ☐

OTHER GOVERNMENT ENTITIES:

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

☐ YES ☐ NO

VENDOR FAX # _____

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

☐ YES ☐ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES ☐ NO

ADDENDA:

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

NOTICES TO BIDDER:

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

NAME OF COMPANY: _____

**VENDOR QUESTIONNAIRE - 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. Respond to all questions applicable for this solicitation.

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

1A. What type of service/commodity does your company offer?

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

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

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 or sold similar commodities to:

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?

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor 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. Include the name of each subcontractor 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 Community Disadvantaged Business Enterprise (CDBE), prior written approval must also be obtained from the Director, or designee, of the Small Business Development Division (SBDD).

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

9. 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).

9.1 The correct name of the Bidder: _____

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

9.3 The address of principal place of business: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

- 9.6 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.

- 9.7 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).

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

- 9.8 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.

- 9.9 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.

- 9.10 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.

10. **Only Applicable to Living Wage Contracts**

In the interest of determining what, if any, fiscal impact(s) are a result of complying with the living wage requirements for this bid, please provide the following data for informational purposes only. The response shall not be considered in determining the award of this Contract.

The living wage requirements have:
(Check one)

- ☐ Had no effect on the total price of this bid.
- ☐ Increased the total price of this bid by _____%.
- ☐ Decreased the total price of this bid by _____%.

NAME OF COMPANY: _____

ATTACHMENT "A"SPECIFICATIONS

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. BROWARD COUNTY RESERVES THE RIGHT TO BE THE SOLE JUDGE OF WHAT IS EQUAL AND ACCEPTABLE. BIDS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS ARE SUBJECT TO REJECTION.
------	------------------------------	--

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u> <u>YES</u> <u>NO</u>		<u>EXCEPTIONS</u>
1.	<u>INTENT:</u> It is the intent of this Invitation to Bid to contract with a single vendor to provide all services necessary as set forth below in Section 2, Requirements. This solicitation is for the printing and mailing of approximately 1.5 million records to prepare annual auto tag vehicle/vessel/mobile home registration and parking placard renewal reminder notices to vehicle, vessel, and mobile home owners. This service is performed monthly with a varying volume of between 102,000 and 190,000 registration records. This may include mailing as many as six renewal records to a common address in the same envelope. The ratio is 75% to 25%- Singles records versus multiple records. Vehicle, vessel and mobile home owners in Broward County must continue to receive their courtesy reminder notices.			
2.	<u>REQUIREMENTS</u>			
2.1	The service required entails providing the acquisition of the customers' data file each month from the Florida Department of Highway Safety and Motor Vehicles (DHSMV) in Tallahassee via file transfer protocol (FTP).	☐	☐	
2.2	The vendor must print and ensure the mailing of each customer renewal reminder notice comprising details of instructions and methods of renewal available.	☐	☐	

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
2.	<u>REQUIREMENTS</u> (Continued)			
2.3	The renewal notice must contain a payment voucher that is removable by tearing along the perforation.	☐	☐	_____
2.4	The renewal notice shall be 8-1/2 x 11 in, perforated and shall be printed on a minimum of 60# paper.	☐	☐	_____
2.5	The printed reply envelope shall be #9.	☐	☐	_____
2.6	The renewal reminder notices shall be mailed in #10 window envelope.	☐	☐	_____
2.7	All printing shall be done via two-color process in full accordance with the samples, as attached.	☐	☐	_____
2.8	The payment voucher must contains various fields, as shown in samples, that will be populated with the customers' vehicle/vessel/mobile home/parking permit data supplied by the DHSMV via FTP.	☐	☐	_____
2.9	A sample of a notice and envelopes are attached as shown in Attachment "B," however, the vendor must design the final notice and envelope, in full accordance with Broward County specifications as detailed herein.	☐	☐	_____
2.10	The vendor must be capable of inserting single and multiple vehicle/vessel renewals in a single envelope to reduce postage costs with three (3) renewal notices per single sheet of paper, if applicable for multiple notices.	☐	☐	_____

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

**DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
2.	<u>REQUIREMENTS</u> (Continued)			
2.11	The scan line and bar code on the payment voucher must contain the variable data for each reminder notice as per the sample. This scan line shall be accurate and readable for processing by the County's hand held scanners.	☐	☐	_____
2.12	As shown on the sample, the reverse side of the payment voucher shall have four (4) sections: one section for customer change of address information, one section for insurance information, one section for voluntary trust fund contributions and one section for tag agency locations.	☐	☐	_____
2.13	The vendor must be responsible each month for any data changes imposed by the Florida Department of Highway Safety and Motor Vehicles or data changes requested by Broward County. The changes may include but are not limited to content including existing or new instructions, address changes, changes in renewal data, changes in field area, scan line content, changes to voluntary trust fund contribution organizations and Insurance requirements.	☐	☐	_____
2.14	The reminder renewal notice shall be folded and inserted into an envelope for mail out, along with a return envelope which must also be inserted into the mail out envelope. The mail out will be processed by the United States Postal Service (USPS).	☐	☐	_____
2.15	Each month, the vendor shall provide the County with a detailed invoice that includes the mail date, total records, singles records, multiple records, total envelopes mailed, single and multiple envelopes and postage break down totals for monthly payment.	☐	☐	_____

ATTACHMENT "B"**SAMPLES****DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

<u>Item No.</u>	<u>DESCRIPTION</u>	<u>COMPLY?</u>		<u>EXCEPTIONS</u>
		<u>YES</u>	<u>NO</u>	
3.	<u>TECHNICAL AND OPERATIONAL REQUIREMENTS</u> The vendor must:			
3.1	Assume responsibility for the design, development and production of the elements of the renewal notice, remittance envelope and carrier envelopes as per Broward County Revenue Collections specifications.	☐	☐	_____
3.2	Furnish all printed materials and envelopes. The contractor will include additional public information content provided by Broward County, if requested.	☐	☐	_____
3.3	The file data will be provided via the Florida Department of Highway Safety and Motor Vehicles (DHSMV) registration system via FTP, subject to security requirements safeguarding driver personal information, as required under Federal and State laws.	☐	☐	_____
3.4	Work with the Florida DHSMV to receive the data files monthly and execute the mailing in the time frame required by Broward County Revenue Collection. The process flow is from DHSMV to vendor. Vendor will receive the production file monthly as well as updated message tables for the renewals.	☐	☐	_____
3.5	Insert, assemble, and package the renewal notices and additional content, if requested with remittance envelope into the carrier envelope for mailing according to the schedules and requirements specified in the contract between the selected vendor and Broward County, for delivery by the U.S. Postal Service, in accordance with the U.S. Postal Service regulations at the volume discounts for at least a 3-digit zip code sort, allowing for the best possible postal discount.	☐	☐	_____
3.6	Have the capability to utilize the National Change of Address (NACO) address hygiene, or any future address hygiene required by the Post Office to guarantee lowest rates and the ability to modify the mailing address on the renewal notice to reflect the current USPS address.	☐	☐	_____

ATTACHMENT "B"
(Continued)**SAMPLES****DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

FLORIDA REGISTRATION RENEWAL NOTICE
Please enter a daytime phone number should questions arise in processing your renewal ()

DRIVER AND PAYMENT INFORMATION		RENEWAL INFORMATION	
AMOUNT: SEE BELOW		EXPIRATION: 10/04/2008	PLATE - FL NO:
1 YR MAIL PAY: \$46.75	2 YR RN \$92.85	HP-LTH-NVW/GVW:	TITLE NO:
AFTER 11/10/2008	ADD: \$10.00	VIN - HIN:	BODY/TAG TY: VN / RGR
CUST.#:		YR/MK/COL:	VEH TY/REG USE: AU/PR
PIN:		DL:	COUNTY/INS: 10/I
NAME:			
ADDR:			

Make Your Check Payable And Mail To:
BROWARD COUNTY REVENUE COLLECTOR
1800 NW 66TH AVENUE, STE 100
PLANTATION, FL 33313-4535

SEE BELOW FOR IMPORTANT MESSAGES REGARDING YOUR RENEWAL

FLORIDA REGISTRATION RENEWAL NOTICE
Please enter a daytime phone number should questions arise in processing your renewal ()

DRIVER AND PAYMENT INFORMATION		RENEWAL INFORMATION	
AMOUNT: SEE BELOW		EXPIRATION: 10/04/2008	PLATE - FL NO:
1 YR MAIL PAY: \$46.75	2 YR RN \$92.85	HP-LTH-NVW/GVW:	TITLE NO:
AFTER 11/10/2008	ADD: \$10.00	VIN - HIN:	BODY/TAG TY: CV / RGR
CUST.#:		YR/MK/COL:	VEH TY/REG USE: AU/PR
PIN:		DL:	COUNTY/INS: 10/I
NAME:			
ADDR:			

Make Your Check Payable And Mail To:
BROWARD COUNTY REVENUE COLLECTOR
1800 NW 66TH AVENUE, STE 100
PLANTATION, FL 33313-4535

SEE BELOW FOR IMPORTANT MESSAGES REGARDING YOUR RENEWAL

FLORIDA REGISTRATION RENEWAL NOTICE
Please enter a daytime phone number should questions arise in processing your renewal ()

DRIVER AND PAYMENT INFORMATION		RENEWAL INFORMATION	
AMOUNT: SEE BELOW		EXPIRATION: 10/04/2008	PLATE - FL NO:
1 YR MAIL PAY: \$50.20	2 YR RN \$96.30	HP-LTH-NVW/GVW:	TITLE NO:
AFTER 11/10/2008	ADD: \$10.00	VIN - HIN:	BODY/TAG TY: VN / RGR
CUST.#:		YR/MK/COL:	VEH TY/REG USE: AU/PR
PIN:		DL:	COUNTY/INS: 10/I
NAME:			
ADDR:			

Make Your Check Payable And Mail To:
BROWARD COUNTY REVENUE COLLECTOR
1800 NW 66TH AVENUE, STE 100
PLANTATION, FL 33313-4535

SEE BELOW FOR IMPORTANT MESSAGES REGARDING YOUR RENEWAL

FRONT

ATTACHMENT "B"
(Continued)**SAMPLES****DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)**

For new P.O. Box numbers please submit residential address below.

☐ Change of Address: _____**VOLUNTARY TRUST FUND CONTRIBUTIONS:**
Check box desired and add amount to payment.

- | | |
|---|--|
| ☐ Organ Donor | ☐ Save the Manatee |
| ☐ Support Wildlife | ☐ Marine Turtle Protection |
| ☐ Child Safety Seats | ☐ Southeastern Guide Dogs Inc. |
| ☐ Transportation Disadvantaged | ☐ Stop Heart Disease |
| ☐ Prevent Blindness Florida | ☐ Mothers Against Drunk Driving |
| ☐ Children's Hearing Help Fund | |

Auto Tag Agency Locations
Hours: 7:30 am - 5:30 pm, Monday - Friday
* South Regional Courthouse
3550 Hollywood Blvd, Rm 185, Hollywood
* West Regional Courthouse
100 N. Pine Island Road Rd., Plantation

Private Tag Agencies- (Additional Fees May Apply)
Hours 9:00 am - 5:00 pm, Monday - Friday
* Pembroke Pines Tag Agency
294 S. Flamingo Rd, Pembroke Pines
* Deerfield Auto Tag Agency
2255-A.W. Hillsboro Blvd, Rm. 181 (Sat. 9:00 am - 2pm)

* First Broward Auto Tag Agency
914 N. Federal Hwy, Ft. Lauderdale
* Lauderdale Mall
1299-A N.W. 40th Ave, Lauderdale
* Broward Express Auto Tag Agency
10553-57 W. Atlantic Blvd, Coral Springs

If you have any questions regarding your renewal please call 954-765-4697 or visit our website at www.broward.org/revenue

For new P.O. Box numbers please submit residential address below.

☐ Change of Address: _____**VOLUNTARY TRUST FUND CONTRIBUTIONS:**
Check box desired and add amount to payment.

- | | |
|---|--|
| ☐ Organ Donor | ☐ Save the Manatee |
| ☐ Support Wildlife | ☐ Marine Turtle Protection |
| ☐ Child Safety Seats | ☐ Southeastern Guide Dogs Inc. |
| ☐ Transportation Disadvantaged | ☐ Stop Heart Disease |
| ☐ Prevent Blindness Florida | ☐ Mothers Against Drunk Driving |
| ☐ Children's Hearing Help Fund | |

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* West Regional Courthouse
100 N. Pine Island Road Rd., Plantation

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* Pembroke Pines Tag Agency
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2255-A.W. Hillsboro Blvd, Rm. 181 (Sat. 9:00 am - 2pm)

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10553-57 W. Atlantic Blvd, Coral Springs

If you have any questions regarding your renewal please call 954-765-4697 or visit our website at www.broward.org/revenue

For new P.O. Box numbers please submit residential address below.

☐ Change of Address: _____**VOLUNTARY TRUST FUND CONTRIBUTIONS:**
Check box desired and add amount to payment.

- | | |
|---|--|
| ☐ Organ Donor | ☐ Save the Manatee |
| ☐ Support Wildlife | ☐ Marine Turtle Protection |
| ☐ Child Safety Seats | ☐ Southeastern Guide Dogs Inc. |
| ☐ Transportation Disadvantaged | ☐ Stop Heart Disease |
| ☐ Prevent Blindness Florida | ☐ Mothers Against Drunk Driving |
| ☐ Children's Hearing Help Fund | |

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* West Regional Courthouse
100 N. Pine Island Road Rd., Plantation

Private Tag Agencies- (Additional Fees May Apply)
Hours 9:00 am - 5:00 pm, Monday - Friday
* Pembroke Pines Tag Agency
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* Deerfield Auto Tag Agency
2255-A.W. Hillsboro Blvd, Rm. 181 (Sat. 9:00 am - 2pm)

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* Lauderdale Mall
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* Broward Express Auto Tag Agency
10553-57 W. Atlantic Blvd, Coral Springs

If you have any questions regarding your renewal please call 954-765-4697 or visit our website at www.broward.org/revenue

BACK

ATTACHMENT "B"
(Continued)

SAMPLES

DESIGNING, PRINTING AND MAILING OF AUTO, VESSEL, MOBILE HOME,
AND PARKING PERMIT REGISTRATION RENEWAL REMINDER NOTICES
(NON-SHELTERED MARKET)



Finance and Administrative Services Department
Revenue Collection Division
1800 NW 66th Avenue, Suite 100, Plantation, FL 33313-4535
www.broward.org

#10

OFFICIAL RENEWAL NOTICE ENCLOSED



FROM _____

CITY STATE ZIP CODE

#9

REVENUE COLLECTION DIVISION
AUTO TAG SECTION
1800 N.W. 66TH AVENUE, SUITE 100
PLANTATION, FL 33313-4535

Envelopes

ATTACHMENT "C"
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 _____, 2008,

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 "D"

INVITATION FOR BID
SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

The following is a summary of requirements contained within **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")**. This summary is not all-inclusive of the requirements of the Living Wage Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

For further information about bidder's obligations under the Living Wage Ordinance, an electronic version of the full Living Wage Ordinance may be obtained from the Purchasing Division's website at <http://www.broward.org/purchasing/> by clicking on "Living Wage Information" or by going to www.municode.com/resources/gateway.asp?pid=10288&sid=9.

The Bidder, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the following requirements. By submitting a bid pursuant to these procurement specifications, a bidder is hereby agreeing to comply with the provisions of the Living Wage Ordinance and acknowledges awareness of the penalties for non-compliance.

I. LIVING WAGE REQUIREMENT:

- A. All covered employees, including those of the Bidder's subcontractors, providing services pursuant to the Bidder's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Bidder and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits. To comply with this requirement, the notarized compliance affidavit, **Living Wage Ordinance Compliance Affidavit, Exhibit 1** of this bid attachment, should be returned with the bid but must be received prior to award.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Bidders shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid for a subcontract under this contract, prior to their submitting a bid to the Bidder.
- D. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

II. LIVING WAGE - INDEXING:

The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

ATTACHMENT "D"
(Continued)

INVITATION FOR BID
SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

III. SANCTIONS FOR UNPAID WAGES:

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a service contractor by requiring the service contractor to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

IV. PAYROLL; BASIC RECORDS; REPORTING:

- A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
- B. The covered employer shall submit the payroll information required every six months, to the applicable agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
- C. **Exemption:** The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six (6) months from the Director of Purchasing under the conditions set forth in the **Application for Exemption, Exhibit 2** of this bid attachment.

V. SUBCONTRACTS:

Covered employees of Bidder's subcontractors, providing covered services pursuant to the Bidder's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Bidder shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The Bidder shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Professional Standards Section of the Internal Investigations and Oversight Division in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

ATTACHMENT "D"
(Continued)**EXHIBIT 2****APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS**

In accordance with Broward County Ordinance No. 2008-45, as amended, "Living Wage Ordinance" (LWO), all covered employers are subject to the LWO requirement for payroll reporting unless an exemption applies and has been granted. Covered employers may submit this affidavit with their bid or proposal to apply for an exemption from these reporting requirements. **Exemptions based on the categories listed below may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer. To request an exemption, the covered employer must submit their exemption application prior to award.**

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____
 Company Address: _____
 City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND CONTRACT INFORMATION

Using Agency: _____ Bid/Contract #: _____
 Contract Title: _____
 Name of Agency Contact: _____ Agency Contact Phone: _____
 Bid/Contract Amount: \$ _____ Start Date: _____ End Date: _____
 Purpose/Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- ☐ **(LWO 26.103(e)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
- Required documentation:** Provide or attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.
- ☐ **(LWO 26.103(e)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
- Required documentation:** A copy of the CBA or other contractual agreement must be submitted with this application with the controlling language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____ of _____ hereby attest that
 (Name) (Title) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

 Signature

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 200__

STATE OF _____ COUNTY OF _____

 Notary Public

My commission expires: _____
 (Print, type or stamp commissioned name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____

ATTACHMENT "E"
CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS

The undersigned vendor hereby certifies that its employee benefits policies are in compliance with Broward County Ordinance #1999-03, as amended by Broward County Ordinance #1999-18, as follows:

A. Vendor's employee benefits program includes the following minimum standards:

1. Any vendor's employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor's employee may elect insurance coverage for his or her spouse or dependents. A vendor's employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor's employees.
2. Any vendor's employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.
3. All other benefits available to the spouses and dependents of vendor's employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor's employee who is party to a domestic partnership relationship.
4. It is within the vendor's discretion as to what benefits are provided to its employees and whether vendor's employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.

B. The vendor's domestic partnership eligibility criteria are substantially equivalent to the following:

1. Each domestic partner is at least 18 years old and competent to contract.
2. Neither domestic partner is married nor a partner to another domestic partnership relationship.
3. The domestic partners are not related by blood.
4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.
5. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

 (Vendor signature)

 (Print vendor name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
 by _____ as _____

(Name of person whose signature is being notarized)

(Title)

of _____, known to me to be the person described
 (Name of corporation/entity)

herein, or who produced _____ as identification, and who did/did not take an oath.
 (Type of identification)

NOTARY PUBLIC:

 (Signature)

 (Print name)

State of _____ at Large (SEAL)

My commission expires: _____