

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

ADDENDUM NO. 3

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, AND RESPONSE
(SHELTERED MARKET)

DATE OF ADDENDUM: December 1, 2008

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. The bid opening date is changed from "delayed until further notice" to Wednesday, December 17, 2008, at 2:00 p.m.
2. The following is change is being rescinded (issued in addendum 1):

~~The bidder shall be a factory authorized dealer of Notifier products who has factory trained certified technicians familiar with all Notifier systems. This requirement is necessary to ensure the warranty of the Fire Alarm Systems and the supply of parts. Proof of Notifier factory authorization should be provided with submittals, however, must be provided within ten calendar days of County request.~~
3. The following specification is being added:

If successful contractor is not factory authorized and trained for any fire systems that are proprietary to other companies and/or has limited distribution (e.g., Simplex, Notifier, etc.), the successful contractor shall contract with an appropriate factory – authorized dealer for service and parts on panels, annunciators, and other specialized equipment. This cost will be passed to County as a pass-thru item and will not include any markup. Service should be within 24 hours for assessment of problem and within 72 hours for problem to be corrected/repaired.
4. The following section is being removed:
~~15.2 CONTRACTOR shall perform work within its own organization, amounting to not less than seventy-five (75%) percent of the Contract Price.~~

ADDENDUM NO. 3
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, AND RESPONSE
(SHELTERED MARKET)

5. All references to Living Wage Ordinance and its requirements is removed in its entirety and being replaced with below language and attachments.

LIVING WAGE ORDINANCE: *(Vendor Questionnaire - Item No. 13 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 "C". The Living Wage Ordinance Compliance Affidavit, Exhibit 1, included in Attachment "C", 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.

This addendum **MUST** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form, (Bidder Acknowledgment) due Wednesday December 17, 2008 at 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid No. **N-808-269-B1**.

NAME OF COMPANY: _____

ATTACHMENT "C"
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 "C"
(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 subcontractors 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 "C"
(Continued)
EXHIBIT 1
BROWARD COUNTY
LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
(This certification must be provided prior to award of the contract)

Covered Employer:					
Address:					
Phone Number:			Local Contact:		
Bid/Contract Number:			Address:		
Contract Amount:			Phone Number:		
Department Served:					
Brief Description of Service Provided:					
Please check one: By signing below I hereby certify that the covered employees listed below:					
A. ___ Receive a minimum pay of \$_____ per hour and are provided health benefits valued at \$_____ per hour.					
B. ___ Receive a minimum pay of \$_____ per hour and are not provided health benefits.					
Provide names of employees and job classifications providing covered services for the above referenced contract:					
Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
(Attach additional sheets in the format above, if needed)					
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 it shall:					
Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;					
Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and					
(IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended.					
_____ Signature					
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 200__					
STATE OF _____		COUNTY OF _____			
_____		My commission expires: _____			
Notary Public		(Print, type or stamp commissioned name of Notary Public)			
Personally Known _____ or Produced Identification _____					
Type of Identification Produced: _____					

ATTACHMENT "C"
(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: _____

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

ADDENDUM NO. 2

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, AND RESPONSE – (REBID)
(SHELTERED MARKET)

DATE OF ADDENDUM: October 20, 2008

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. The bid opening date is delayed until further notice.

This addendum **SHOULD** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form.

All other terms, conditions and specifications remain unchanged for Bid No. **N-808-269-B1**.

NAME OF COMPANY: _____

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

ADDENDUM NO. 1

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, AND RESPONSE – (REBID)
(SHELTERED MARKET)

DATE OF ADDENDUM: October 13, 2008

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. The bid opening date changes from Wednesday, October 15, 2008 to Wednesday, October 22, 2008 at 2:00 p.m.
2. The bidder shall be a factory trained, certified, and authorized dealer of Notifier products who has factory-trained certified technicians familiar with all Notifier systems. This requirement is necessary to ensure the warranty of the Fire Alarm Systems and the supply of parts. Proof of Notifier factory authorization should be provided with submittals, however, must be provided within ten calendar days of County request.

This addendum **MUST** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form, (Bidder Acknowledgment) due Wednesday, October 22, 2008 at 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid No. **N-808-269-B1**.

NAME OF COMPANY: _____

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. **OCTOBER 15, 2008**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

FIRE ALARM SYS/MAINT/MONITOR/RESP/PT EVERGLADE(REBID)/SM

BID NO. **N808269B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER

PETER THOMAS (954) 357-6265

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)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

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

DEVIATION - GENERAL CONDITIONS, PARAGRAPH 2, "BID WITHDRAWAL":
THE LIMITATION OF THE BID WITHDRAWAL IS CHANGED FROM NINETY (90) CALENDAR DAYS TO ONE HUNDRED AND TWENTY (120) CALENDAR DAYS.

1. **SCOPE:**

Bids are hereby invited on an open-end basis to provide **Fire Alarm System Maintenance, Monitoring and Response** for the **Port Everglades Department** 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, or December 19, 2008, whichever is later 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.

In accordance with the Living Wage Ordinance, **as amended**, the minimum hourly wage rates paid to employees covered by the Ordinance are to be adjusted. **There will be no escalation of contract prices paid by Broward County to the vendor due to the increase in wages paid to employees covered by the Ordinance, as amended.** All other terms and conditions shall remain fixed for the initial contract period and the renewal period.

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

The Director of Purchasing may renew this contract for two (2) one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

1. **SCOPE:** (Continued)
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
2. **SPECIFICATIONS AND REQUIREMENTS:**
The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.
3. **CONTINGENCY FEES:**
By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.
4. **FURTHER INFORMATION:**
Project Coordinator for this contract is Stacy Seibert, Broward County Port Everglades Department telephone (954) 468-3518 or her duly authorized representative. Project review and work schedules shall be coordinated with the Project Coordinator before any work is started.

A MANDATORY pre-bid conference will be held at the Port Everglades Administration Building, Room 301, 1850 Eller Drive, Fort Lauderdale, Florida 33316 at 9:00 a.m., on October 1, 2008, followed by a one-time only site visit. Attendance is required in order to bid this requirement. Bidders will be required to sign in at meeting. ONLY BIDDERS IN ATTENDANCE MAY SUBMIT A BID. (Allow additional time for Security Checkpoint.)

Bidders requiring information on this solicitation document should contact Peter Thomas at (954) 357-6265 or e-mail pthomas@broward.org. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

5. **PORT EVERGLADES SECURITY REQUIREMENTS:**

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

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

The Federal Government is currently in the process of finalizing requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements once they come into effect. For additional information, please contact Port Everglades Department, Peter Hoffman, Security Manager at (954) 523-3404.

6. **INSURANCE REQUIREMENTS:** (Sample insurance certificate attached) (**Attachment "F"**)

The following Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated below prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required. The Contractor should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but, prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

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

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance to the Purchasing Division within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

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

- 6.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
 - 6.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 6.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 6.2.1 Premises-Operations.
 - 6.2.2 Products/Completed Operations Hazard.
 - 6.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 6.2.4 Broad Form Property Damage.
 - 6.2.5 Independent Contractors.
 - 6.2.6 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

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

- 6.2.7 COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of COUNTY in connection with general supervision of such operation.
- 6.2.8 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 6.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 6.3.1 Comprehensive Form.
- 6.3.2 Owned Vehicles.
- 6.3.3 Hired Vehicles.
- 6.3.4 Non-Owned Vehicles.
- 6.3.5 Any auto, if applicable.
- 6.3.6 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.
- 6.4 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 6.1, 6.2, and 6.3 above within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall state the types of policies PROVIDED, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- 6.5 Certificates of insurance shall be provided as specified in sub-section 6.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

7. **INDEMNIFICATION:**

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

8. **DATE STANDARDS:**

CONTRACTOR warrants that each item of software that it delivers, develops, modifies, or recommends to COUNTY for use under this Contract shall be able to accurately store and process date/time data in four (4) digit year fields (including, but not limited to, calculating, comparing, interfacing and sequencing) from, into, and between the nineteenth through the twenty-second centuries, and leap year calculations. The duration of this warranty and the remedies available to COUNTY for breach of this warranty shall be as defined in, and subject to, the terms and limitations of CONTRACTOR's warranties contained in this Contract; provided that notwithstanding any provision to the contrary in any such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to COUNTY under this warranty shall include repair or replacement, at no cost to COUNTY of any of the products whose noncompliance is discovered and made known to CONTRACTOR in writing, within three (3) year(s) after acceptance of the deliverables by COUNTY. Nothing in this warranty shall be construed to limit any rights or remedies COUNTY may otherwise have under this Contract.

9. **PUBLIC BID DISCLOSURE ACT:**

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

**Port Everglades Department will pay for all permits and fees imposed by
Broward County Agencies.**

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

10. **LICENSING REQUIREMENTS:**

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

STATE: **Certified Electrical Contractor**

OR

Certified Alarm System Contractor I

OR

COUNTY: **Central Master Electrician**
(Must be registered with the State)

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

11. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS: (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 their Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive.

Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

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

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

13. **SUBCONTRACTING:**

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

14. **CODE REQUIREMENTS:**

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

15. **CONTRACTOR RESPONSIBILITIES:**

15.1 The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

15.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than seventy-five (75%) percent of the Contract Price.

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

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

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

"SECOND PARTY 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. SECOND PARTY 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, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SECOND PARTY's 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."

18. **LIVING WAGE ORDINANCE: (Vendor Questionnaire - Item No. 13 applies)**

Bidders are advised that the provisions of the Broward County Living Wage Ordinance, as amended, will apply to this contract, if the contract value exceeds \$100,000 per year. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of the Living Wage Ordinance, as amended, and acknowledges awareness of the penalties for non-compliance. Explanation of Living Wage requirements is included in Attachment "___". The Living Wage Certification, included in Attachment "___", must be furnished within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

19. **CONE OF SILENCE ORDINANCE:**

- 19.1 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. Any communication for purposes of clarification or information necessary to complete the processing of an award are an exception to the Cone of Silence, as are requests to inspect or copy records related to this solicitation. Other inquiries regarding this Bid should be in writing and directed to the Executive Assistant.
- 19.2 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.
- 19.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

20. **SHELTERED MARKET PROGRAM:**

- 20.1 **This project has been designated a Sheltered Market program.** Only companies that meet the small business enterprise (SBE) criteria established by Broward County Ordinance 2004-07 will be able to participate. **Only vendors presently certified as an SBE, or those that obtain their certification prior to award, will be eligible for award of this contract. If not currently certified, a vendor recommended for award should obtain certification, not to exceed seven (7) business days from notification of award, from the Small Business Development Division.**
- 20.2 In order to be considered a small business for the purposes of this project, the firm should be a certified Broward County Small Business Enterprise or must be certified before award and have an occupational license for at least one year prior to the bid or proposal opening and must have a physical address located within Broward County from where the SBE operates or performs business that is a substantial component of the goods or services being offered to Broward County. A post office box address shall not be used to establish a physical address. For professional consultants, annual gross sales averaged over the previous three-year period shall not exceed \$500,000; for firms in contractual services and commodities, annual gross sales averaged over the previous three-year period shall not exceed \$1,000,000; and for firms in construction, annual gross sales averaged over the previous three-year period shall not exceed \$3,000,000. This contract is categorized as Construction. Each business must be an independently owned and operated business which employs twenty-five or fewer permanent full-time employees. The business must serve a commercially useful function.
- 20.3 All questions regarding the Sheltered Market program should be directed to Small Business Development Division at (954) 357-6400. To certify with Broward County Small Business Development Division, please go to the following internet link to fill out an online application: <https://bcegov3.broward.org/smallbusiness/applicationstart.aspx> or use the preprinted forms (Attachment "D").

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

21. **PREFERENCES:**

- 21.1 **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.

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.

22. **BATTERY DISPOSAL:**

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

23. **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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

24. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

25. **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. Sheltered Market

- ☐ If this is a Sheltered Market Bid, you must be a Broward County certified SBE or must obtain certification prior to award.

C. Licensing

- ☐ Attach Copy of specified contractor license(s)
- ☐ For items that require a licensed Contractor, your firm must possess a current State or County license, held by a qualifier registered with the State.
- ☐ If you hold a County license, and State registration is required, your license must be registered with the State.

26. **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 “B”
- ☐ Living Wage Certification - Attachment “C”
- ☐ Small Business Enterprise Certification or Application - Attachment “D”
- ☐ Domestic Partner Certification - Attachment “E”
- ☐ Certificate of Insurance, per sample attached - Attachment “F”

*** 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 SHEETFIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

NOTE: This project has been designated a Sheltered Market program. Only companies that meet the small business enterprise (SBE) criteria established by Broward County Ordinance 2004-07 will be able to participate. (See Special Instructions to Bidders, Paragraph 20, page 9 of 48). **Only vendors presently certified as an SBE, or those that obtain their certification prior to award, will be eligible for award of this contract. Please check the appropriate box if you meet the criteria for a Small Business Enterprise as stated in the Broward County Ordinance 2004-07.** Yes ☐ No ☐

If you are a certified Broward County Small Business attach a copy of your certification certificate with your submittal.

If not currently certified, a vendor recommended for award should obtain certification, not to exceed seven (7) business days from notification of award, from the Small Business Development Division.

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

NOTE: *Bidders must bid all items 1 thru 38 items in order to be considered responsive. Basis of award is grand total bid amount.

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12 Month	Public Safety Building Fire Rescue Station #6 1901 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
2.	12 Month	Administration Building 1850 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
3.	12 Month	Foreign Trade Zone 3400 Macintosh Road Hollywood, FL 33316	\$_____/Mo.	\$_____
4.	12 Month	Building #1 1800 SE 18 Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
5.	12 Month	Building #2 1801 SE 20 Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)**
(SHELTERED MARKET)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
6.	12 Month	Building #4 1800 SE 20 Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
7.	12 Month	Building #18 1900 SE 32 Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
8.	12 Month	Building #19 2019 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
9.	12 Month	Building #21 2021 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
10.	12 Month	Building #22-24 2022/2024 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
11.	12 Month	Building #25 2026 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
12.	12 Month	Building #26 2026 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
13.	12 Month	Building #29 2200 SE 35 Street Hollywood, FL 33316	\$_____/Mo.	\$_____
14.	12 Month	611 Amman Building 2550 Eisenhower Boulevard Hollywood, FL 33316	\$_____/Mo.	\$_____
15.	12 Month	Public Safety Building, Security Operations Center 1901 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)**
(SHELTERED MARKET)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
16.	12 Month	North Port Parking Garage 2000 Eisenhower Boulevard Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
17.	12 Month	Mid Port Parking Garage 2020 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
18.	12 Month	Customs House at Port Everglades 158 SE 24 th Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
19.	12 Month	Building #6 1900 SE 23 Street Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____
20.	12 Month	Building #21A 2021 A Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
21.	12 Month	Building #28A 2927 Eller Drive Hollywood, FL 33316	\$_____/Mo.	\$_____
22.	12 Month	Building #64 1500 SE 24 Street Hollywood, FL 33316	\$_____/Mo.	\$_____
23.	12 Month	Building #66 2101 Eisenhower Boulevard Fort Lauderdale, FL 33316	\$_____/Mo.	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)**
(SHELTERED MARKET)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
24.	12 Month	Building #67 1651 SE 22 Street Hollywood, FL 33316	\$ _____/Mo.	\$ _____
25.	12 Month	Building #68 1601 SE 22 Street Fort Lauderdale, FL 33316	\$ _____/Mo.	\$ _____
26.	12 Month	Building #69 1501 SE 22 Street Fort Lauderdale, FL 33316	\$ _____/Mo.	\$ _____
27.	12 Month	Building #612 1451 SE 22 Street Fort Lauderdale, FL 33316	\$ _____/Mo.	\$ _____
28.	12 Month	Public Works 2101 Eisenhower Boulevard Fort Lauderdale, FL 33316	\$ _____/Mo.	\$ _____
29.	12 Month	Southport Crane Office 2050 SE 42 Street Fort Lauderdale, FL 33316	\$ _____/Mo.	\$ _____
30.	12 Month	Warehouse 30 3403 McIntosh Road Hollywood, FL 33316	\$ _____/Mo.	\$ _____

NOTE: Bid Items 1 thru 31 to include 24 hour monitoring, all required maintenance coverage, service calls on a 24 hour/seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals (including those exposed to elements of weather and outdoor conditions) to include but not limited strobe lights, FACP batteries, pull stations at this location, including all travel time, ladders, lifts, services and incidentals required. (Annual certification and sensitivity testing must be conducted on weekends when the building is not generally occupied.)

31.	37 Each	"Monitor and maintain in good working order elevator emergency telephones located throughout Port Everglades."	\$ _____/Ea.	\$ _____
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NAME OF COMPANY: _____

BID SHEET
(Continued)**FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)**
(SHELTERED MARKET)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
32.	400 Each	Sensitivity Testing	\$_____/Ea.	\$_____
33.	6 Each	Install and Program New Dialers (D.A.C.T.)	\$_____/Ea.	\$_____
34.	12 Each	Programming Existing Dialers (D.A.C.T.)	\$_____/Ea.	\$_____
35.	230 Hour	Labor	\$_____/Hr.	\$_____
36.	1 Each	Pass-thru Allowance (See Attachment "A", Items J, K, L)		\$ <u>17,500.00</u>
37.	1 Each	Allowance – Port Security Background Dockside permits, etc. (See Special Instructions to Bidders, Paragraph 5.)		\$ <u>1,500.00</u>
38.	1 Lump Sum	Reprogramming all existing dialers (D.A.C.T.) to meet requirements to this Agreement.		\$_____/LS
GRAND TOTAL (ITEMS 1 THRU 38)				\$_____

Note: Additional locations may be added at equivalent prices when agreed upon by vendor and County. Locations may be deleted when service is no longer required.

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

All manufacturers warranties shall be furnished to the County, which is not less than ____ (____) years.

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

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

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)

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

INSURANCE EXCEPTION REQUESTS:

In accordance with Paragraph 6.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ☐ OR RECYCLED ☐ (CHECK THE APPLICABLE BOX).
IF RECYCLED, WHAT PERCENTAGE _____%

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES ☐ NO ☐

SPECIFY: _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ☐ NO ☐

SPECIFY: _____

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

ACCEPTANCE OF CREDIT CARDS:

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

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

NAME OF COMPANY: _____

BID SHEET
(Continued)**FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)**
(SHELTERED MARKET)**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 ☐

PREFERENCES:

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.

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

License/Certification/Registration

Years

1A. What business are you in? _____

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

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

- 3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

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

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

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

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

(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(s) that will perform work in excess of ten percent (10%) of the contract amount, the approximate percentage, and the work that will be performed by each such subcontractor(s). Include the name of the subcontractor(s) and the approximate percentage of work.

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

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

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

12.1 The correct name of the Bidder is _____

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

12.3 The address of principal place of business is _____

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

- 12.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) 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.

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

13. **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 AND REQUIREMENTSFIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)A. ALARM RESPONSE PROTOCOL:FIRE ALARM

1. Immediately retransmit the alarm to: Public Fire Service Communications Center (Broward Sheriff's Office CDC 1 at (954) 764-3911).
2. Where equipment needs to be manually reset by the prime contractor, dispatch a technician to the protected premises to arrive in one (1) hour of notification.

SUPERVISOR SIGNAL (from a fire sprinkler system, other fire suppression system(s), or other equipment)

1. Where equipment needs to be assessed and/or reset by the prime contractor, dispatch a technician to the protected premises to arrive within one (1) hour of notification.
2. If the system can not be restored, or is wholly or partially out of service, immediately notify Broward Sheriff's Office Fire Rescue Communications at the non-emergency telephone number (954) 765-5100, to have them inform the On Duty Fire Marshal of fire alarm inoperability. Also notify the appropriate municipal fire rescue agency having jurisdiction for the affected protected property:

Hollywood – (954) 967-4357
Dania – (954) 9967-4357
Fort Lauderdale – (954) 527-6887 or (954) 828-5700 (if needed)
3. When service has been restored, notify Broward Sheriff's Office Fire Rescue Communications at the non-emergency telephone number (954) 765-5100, to have them inform the On Duty Fire Marshal of the restoration of the fire alarm system. Also notify the appropriate municipal fire rescue agency having jurisdiction for the affected protected property phone numbers listed in #2.
4. In addition to the notifications required above, the prime contractor will notify Port Everglades Property Management Office via written report to iganary@broward.org, sseibert@broward.org, and valmeida@broward.org that the system has been restored.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

A. ALARM RESPONSE PROTOCOL: (Continued)

TROUBLE SIGNAL (or other signals pertaining solely to matters of equipment maintenance of fire alarm systems)

1. Dispatch a technician to the protected premises to assess and/or repair system to arrive within four (4) hours of notification.
2. If the system can not be repaired at the time of response and the fire alarm system is wholly or partially out of service, immediately notify Broward Sheriff's Office Fire Rescue Communications at the non-emergency telephone number (954) 765-5100, to have them inform the On Duty Fire Marshal of fire alarm inoperability. Also notify the appropriate municipal fire rescue agency having jurisdiction for the affected protected property:

Hollywood – (954) 967-4557

Dania – (954) 967-4357

Fort Lauderdale – (954) 527-6887 or (954) 828-5700 (if needed)

3. When system has been repaired or restored to full operation, notify Broward Sheriff's Office Fire Rescue Communications at the non-emergency telephone number (954) 765-5100, to have them inform the On Duty Fire Marshall of the repair and/or restoration of the fire alarm system. Also notify the appropriate municipal fire rescue agency having jurisdiction for the affected protected property at phone numbers listed in #2.
4. In addition to the notifications required above, the prime contractor will notify Port Everglades Property Management Office via written report to iganary@broward.org, sseibert@broward.org and valmeida@broward.org that the system has been repaired and/or restored.

NOTE: IN THE EVENT OF EMERGENCY OR EXTENUATING CIRCUMSTANCES (IE: HURRICANE AFTERMATH). IN ADDITION TO THE PORT EVERGLADES ADMINISTRATION, THE FOLLOWING ARE AUTHORIZED TO CALL CONTRACTOR FOR SERVICES

1. BSO Station 6 Fire Officer
2. BSO Fire Marshal's Bureau Officer
3. Applicable municipal fire rescue agency for the affected property

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

B. CONTRACTOR AND CENTRAL STATION PRE—REQUIREMENTS

COPIES OF THE FOLLOWING CERTIFICATES SHOULD BE SUBMITTED WITH BID, BUT MUST BE SUBMITTED PRIOR TO AWARD AND WITHIN THREE (3) BUSINESS DAYS OF REQUEST BY COUNTY.

1. Contractor shall be a U.L. (Underwriters Laboratory) Certified Fire Alarm contractor.
2. Contractor shall be NICET (National Institute for Certification in Engineering Technology) certified in Fire Protection Engineering Technology Fire Alarm System.
3. Contractor shall have at least two (2) factory trained technicians with at least two (2) years fire alarm programming experience, available to Port Everglades within one (1) hour response time. Prior to award of contract, Contractor must submit resumes for the technicians.
4. Monitoring Signal shall be received by a U.L. Certified Central Station.

C. OPERATIONS

1. Central Station service shall meet general requirements of the NFPA 72 National Fire Alarm Code, 2002 Edition.
2. Fire Alarm contractor shall comply with the requirements of the Florida Administrative Code, Rule 69A-48 Fire Safety Standards for Fire Alarm Systems, where applicable.
3. In the event codes change, contractor is required to comply with the most recent changes.
4. All work performed and all equipment installed shall be in compliance with FS633.0.
5. Alarm signals initiated by manual fire alarm boxes, automatic fire detectors, water flow from the automatic sprinkler system, or actuation of other fire suppression systems or equipment shall be treated as activated fire alarms.

D. MAINTENANCE

1. Quarterly inspection of each fire alarm system required to include elevator dialer operation testing, yearly inspection, testing and certification of each fire alarm system required to include elevator dialer operation testing. Defective initiating devices **shall** be replaced with original manufacturer parts designed for the specific system being repaired or other devices U.L. cross listed as compatible with the existing system.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

D. **MAINTENANCE** (Continued)

2. Defective notification appliances shall be replaced as indicated above.
3. Inspection, testing, and maintenance shall satisfy the requirements of NFPA 72, 2002 Edition and conform to the equipment manufacturer's recommendations, and verify proper operation of the fire alarm system. A log book shall be maintained at each FACP and each visit, including inspections and repairs shall be noted. Information noted shall include the name of the technician performing the inspection or repair, the time and date of the inspection or repair, and the work performed.

E. **MONITORING ELEVATOR EMERGENCY TELEPHONES**

Monitor and maintain in good working order elevator emergency telephones located throughout Port Everglades. Note: The County reserves the option to terminate this service or add other elevator emergency telephones locations within Port Everglades at any time during the contract period.

Note: Central Station must be able to identify the location of the caller including: facility, address and specific elevator if more than one at facility.

F. **SENSITIVITY TESTING**

All labor, material, equipment, ladders, lifts, services and incidentals required to perform sensitivity testing and cleaning of smoke detectors as required by Fire Codes adopted by the Florida legislature or by Broward County: Fifty percent of this requirement shall be performed every year in order to comply with the every two year mandate. These quantities are estimated and County reserves the option to increase coverage or delete these quantities as required. Note: The Port Administration Building, Building 2, 611 Building, Public Safety Building, Security Operations Center and Midport Parking include testing of elevator dialers to be sure they are properly programmed.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

G. INSTALL AND PROGRAM NEW DIALERS

The price on this line shall represent all the labor, material, equipment, services, incidentals, permits, licenses, required to install and program new dialers to telephone numbers for elevators and alarm panels, identified by and as requested by Port Everglades Department.

H. REPROGRAMMING EXISTING DIALERS

The price on this line shall represent all the labor, travel time, material, equipment, services, incidentals, permits, licenses, required to reprogram existing dialers to telephone numbers identified by and as requested by Port Everglades Department or as required by the monitoring facility to receive signals.

I. LABOR

The price on this line shall represent all the labor required to install or repair fire alarm control panels, peripheral devices, activating devices, signaling devices, wiring, elevator emergency phones, dialers, D.A.C.T. devices, wiring, conduit, etc., or to perform any related service outside the scope of this agreement. Examples are due to vandalism, acts of nature. Acts of nature does not include exposure to elements of weather and outdoor conditions. (except lightning strikes which must be verified by factory.)

J. PARTS ON PASS THRU

1. Parts and materials not included in (preventative maintenance) will be paid at contractor's cost. The contractor shall provide all required parts and materials to maintain fire alarm systems listed in bid sheets. The cost of these items will be a "PASS THRU" I.E. the contractor will charge the County the same invoice prices he is charged by his suppliers. A copy of the contractor's invoice(s) from his suppliers for such parts and materials shall be submitted with the contractor's invoice for payment. In cases where the contractor manufactures the parts, the contractor will charge the County a price no higher than they charge their most favored customer. The County reserves the right to request verification.

K.	Alarm permit allowance if required by municipality (Copies of inquiries to be verified by Contract Administrator.)	\$1,000.00
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L.	Signed/Sealed drawings allowance (Copies of engineer invoices to be verified by Contract Administrator)	\$5,000.00
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ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

M. REPROGRAMMING EXISTING DIALERS IN ORDER TO MEET REQUIREMENTS OF THIS AGREEMENT

Labor and equipment required to reprogram all existing dialer and D.A.C.T. units at your cost or no cost to the County upon award of this contract. The price on this line shall represent all the labor, travel time, material, equipment, services, incidentals, permits, licenses, required to reprogram existing dialers to telephone numbers received at a U.L. certified central monitoring station located within Broward, Palm Beach or Miami-Dade Counties.

***NOTE:** Contractor shall be responsible for providing ladders, extension ladders, lifts, scissor lifts, hydraulic lifts, and any other equipment or device required to service the above locations properly. All equipment shall be OSHA approved. Contractor is responsible for transporting such equipment without delay and within the required response time, causing no delay in services/repairs. (Contract Administrator to verify invoice.)

N. PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:

1. Provide properly trained and licensed technicians (technical level II or higher).
2. Provide all special tools, instruments and equipment.
3. Maintain system in optimum performance and in compliance with the current Broward County adopted edition NFPA 72, 2002 Edition, National Fire Alarm Code, and FAC Rule 69A-48. (or most recently adopted Broward County Code).
4. Perform system evaluation, adjust and calibrate.
5. Maintain a current record log at each fire alarm control panel.
6. No parts shall be replaced that are not completely covered by this agreement unless first approved by project coordinator or his designee and then shall be charged as a "PASS THRU" as described above. No invoice will be processed for payment unless prior approval is noted on document. Work performed must be completed in compliance with all applicable codes and to the satisfaction of the County.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

FIRE ALARM SYSTEM MAINTENANCE, MONITORING, RESPONSE – PORT EVERGLADES – (REBID)
(SHELTERED MARKET)

- O. **PREVENTIVE MAINTENANCE SHALL INCLUDE THE FOLLOWING:** (Continued)
7. Maintenance shall be construed to include both corrective and preventative maintenance and shall be performed on site. Maintenance shall include troubleshooting and making recommendations for additional service for all peripheral devices, control panels and elevator telephones. Maintenance and monitoring shall be for the fixed monthly cost stated above and shall include all labor, supervision and travel time. Replacement of peripherals shall include but not limited to Strobe Lights, Pull Stations, FACP Batteries at no additional cost to the County.
 8. It is the intent for these specifications to describe a functionally complete maintenance and monitoring program to be performed in accordance with these documents. Any work, material, parts or equipment that may be inferred from these documents as being required to produce the intended results shall be supplied by the contractor, whether or not specifically called for.
 9. Contractor shall be responsible for providing ladders, extension ladders, lifts, scissor lifts, hydraulic lifts, and any other equipment or device required to service the above locations properly. All equipment shall be OSHA approved. Contractor is responsible for transporting such equipment without delay and within the required response time, causing no delay in services/repairs.

ATTACHMENT "B"DRUG FREE WORKPLACE CERTIFICATION

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

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

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 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 "C"**INVITATION FOR BID**
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

The following is a summary of requirements contained within the Broward County Living Wage Ordinance, as amended. If there is any conflict between the following summary and the language in the Broward County Living Wage Ordinance, as amended, the language in the Living Wage Ordinance, as amended, governs. These terms may supplement the specific requirements of the Ordinance in order to effectuate the intent.

Bidders are advised that the provisions of the Broward County Living Wage Ordinance, as amended, (Living Wage Ordinance) will apply to any contract(s), exceeding \$100,000.00 per year, awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of the Living Wage Ordinance, as amended, and acknowledges awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the purchasing agent issuing this bid.

- I. The bidder, under the terms of the Living Wage Ordinance, as amended, must comply with the following details. See the full Living Wage Ordinance for full information about contractor's obligations at:

www.municode.com/resources/gateway.asp?pid=10288&sid=9

After clicking on the above link, click on Chapter 26, Personnel* (a drop down menu will appear) and then click on Article VII, Living Wage.

- A. All covered employees, including those of the Bidder's subcontractors, providing service pursuant to the Bidder's contract shall be paid a living wage of no less than \$11.07 per hour with health benefits as described in this section, or otherwise \$12.51 per hour, regardless of any contractual relationship which may be alleged to exist between the Bidder and such employees. The Bidder and covered subcontractors, hereinafter referred to as "covered employer" may comply with the living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits, costing the covered employer at least \$1.44 per hour toward the provision of health care benefits for employees and their dependents.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The employer must post in a visible place on the site where such contract work is being performed, a notice specifying the wages/benefits to be paid under the Living Wage Ordinance, as amended. This poster will be provided by the County. Bidders shall provide a copy of the requirements of the ordinance to any entity submitting a bid for a subcontract on this contract, prior to their submitting a bid.
- D. The covered employer must print the following statements on the front of the covered employee's first paycheck for work performed for this contract and every six months thereafter: "You are required by the Living Wage Ordinance, as amended, to be paid at least (insert applicable rate pursuant to the Ordinance) dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

ATTACHMENT "C"
(Continued)

INVITATION FOR BID
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

II. LIVING WAGE - INDEXING:

Unless amended, the Living Wage Ordinance Indexing will be implemented as follows:

The Living Wage amounts shall be annually indexed to inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CPI-U), calculated by the United States Department of Commerce. The first indexing adjustment shall occur for the 2004-2005 County fiscal year using the Consumer Price Index figures provided for the calendar year ending December 31, 2003, and thereafter on an annual basis.

III. LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES; WITHHOLDING:

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed.

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 records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of fringe benefit payments including contributions to approved plans; and other information the Contract Administrator should require from time to time.
- B. The successful bidder shall provide a certificate to the Contract Administrator prior to the award of the contract in substantially the form attached hereto. It must include the name, address, and phone number of the covered employer and a local contact person; the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the Ordinance.
- C. The covered employer shall submit the payroll information required every six months, to the applicable 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.

ATTACHMENT "C"
(Continued)

INVITATION FOR BID
SUPPLEMENTAL GENERAL CONDITIONS
LIVING WAGE ORDINANCE

IV. PAYROLL; BASIC RECORDS; REPORTING: (Continued)

D. 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 on the job. 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 ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

V. SUBCONTRACTS:

The service contractor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance, as amended, and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance, as amended, 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, as amended, the employee may file a complaint with the Office of Professional Standards 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 Ordinance may suffer any or all sanctions provided for in the Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, debarment. The Ordinance also provides employees with a private right of action in court.

ATTACHMENT "D"

Office of Equal Opportunity
Small Business Development Division
Governmental Center Annex
115 S. Andrews Avenue, Room A840 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

Dear Business Owner:

Welcome to the Small Business Enterprise Program! Thank you for your interest in doing business with Broward County Government! In your hands right now, you have an example of our commitment to your firm. This paper certification application, for the new small business program, is your key to a wealth of opportunities for contracting with the County.

This application can be completed on line as well. Visit www.broward.org/smallbusiness and click on "Get Certified." It will take about 20 minutes to complete the application, and once we receive the requested support documents, we will certify your firm. As you embark upon completing the certification application, if you have questions or require technical assistance, please contact the Small Business Development Division at (954) 357-6400. We stand ready to meet your needs as a business owner!

Certification as a Small Business Enterprise allows you to participate in the Small Business Sheltered Market Program. An initiative of the Broward County Board of County Commissioners, the Sheltered Market Program reserves nearly all of the County's contracts under \$250,000 for certified Broward County Small Business Enterprises. This creates great potential for your firm, in that your status as a Broward County business is recognized. Competition within the sheltered market is among firms of similar size. This ensures a level playing field for your business, and translates into real opportunity for businesses that become certified! Beyond that, the program works for all of Broward County, by capitalizing on the abundance of expertise and capacity exhibited by local firms.

The thinking behind the Small Business Program is simple: your success is the County's success. The growth and longevity of your firm is key to long-term economic sustainability and growth for Broward County as a whole. Programs like the sheltered market program, along with a variety of business services, address concerns of the local business community in creating opportunity and conveying a sense of the valuable role that local businesses play in the County.

The County has assembled an array of innovative opportunities designed to complement your efforts in the increasingly competitive, globalizing business community. From www.broward.org/smallbusiness you can click on "Purchasing" to access current sheltered market opportunities, or "calendar of events" to access our free classes or "business opportunities" which will link you to non-County purchasing opportunities.

For you, we vow to strive for professionalism, clarity, and advocacy for the full participation of small businesses into the economic life of the community. You have our word on it. We anticipate a mutually beneficial relationship with your business, and welcome your comments as to how we can better serve the needs of your firm. The County Commission and County agencies are making a concerted effort to add real value to your certification. We are in this together!

Sincerely,

Marcia Young

Small Business Development Division

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechi • Ilene Lieberman • Stacy Rittler • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org

ATTACHMENT "D"
(CONTINUED)

**INSTRUCTIONS FOR COMPLETING APPLICATION
FOR (SBE) O N L Y
Small Business Enterprise Certification**

The Broward County Board of County Commissioners have directed that projects under \$250,000 will be identified as Reserved Contracts for certified small business enterprises (SBE). The program is race-neutral, and gender neutral. This means that it is open to all firms that meet the program's requirements. Broward County certified small business enterprise firms (SBE) will receive first consideration for reserved contracts.

All questions must be answered and the requested documents submitted. The signature of the owner(s) applying for certification must be notarized. Failure to follow these instructions may delay the processing of the application. Questions that do not apply to your firm should be marked "NA" in the space provided.

Small Business Enterprise (SBE) Certification

"Small Business Enterprise" or "SBE" is a business that has an occupational license, is located in, and doing business in Broward County. For professional consultants, annual gross sales averaged over the previous three years shall not exceed \$500,000; for firms in contractual services and commodities, annual gross sales averaged over the previous three year period shall not exceed \$1,000,000; for firms in construction, annual gross sales averaged over the previous three years shall not exceed \$3,000,000. Each business must be an independently owned and operated business which employs twenty-five (25) or fewer permanent full time employees. The business must be established for a period of one year prior to submitting its application, and must serve a commercially useful function.

SECTION I – GENERAL APPLICANT INFORMATION

- A. Write in the name of all persons who have an ownership interest in the business. The telephone number and business address should be for your main office. Be sure to include area codes for all phone and fax numbers. Write in your email address and check off your permission to allow us to use your email address for program related purposes. If your company has a federal Employer Identification Number (EIN), please provide the number. If not, please provide the social security number listed on the firm's tax return.
- B. Check the type of business structure of your company. Provide the date that the business was started or was purchased by the applicant owner(s) listed in Part A above.
- C. Write in the number of permanent full time employees in your firm?
- D. If you operate your business out of your home, please check YES.
- E. Provide the name(s) and address (es) of any branch offices, subsidiaries, and/or affiliates of the firm.
- F. Refer to the NAICS (North American Industry Standards) Code listing and provide the code(s) that best describes the service, product, or work of the firm. NAICS listings can be found on the internet at <http://www.naics.com/search.htm> or at your local library.
- G. Write a one word description of your firm's nature of business/primary product, service, or work area. For further clarification you may add up to three specific products or services offered by your firm. For example: Landscape: Irrigation, Design, Lighting.
- H. Check off the type of business activity your firm performs: choices are: Construction Services, Contract Services, Commodities Supplier, Licensed professional services.

SECTION II – OWNERSHIP

List the applicant(s) who own this company and assign % of ownership.

- B. Has ownership of this firm changed since the business was started or acquired?
- C. If you answered YES to B, then provide the date of the change.

ATTACHMENT "D"
(CONTINUED)

SECTION III – FINANCIAL INFORMATION

- A. List the gross earnings of the company for the most recent three years. This amount should match the gross earnings listed on the business tax return for the firm.
- B. Provide the name and contact number of your bonding agent and the firm's current bonding capacity
- C. List the three largest contracts or sales completed by the firm during the last three years. List each Customer's name and company or organization, the dollar amount of each contract or sales, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.

SECTION IV – OTHER INFORMATION

List any relevant licenses, certificates of training, and degrees held by the corporation or its owners/employees.

SECTION V – OTHER CERTIFICATION

- A. If the business is currently certified as a MBE, WBE, SBE, and/or DBE with another agency anywhere in the United States, please provide the name of the agency, the type of certification, and the date the certification will expire.
- B. If the certifying agency in Part A above conducted an on-site visit with you prior to granting your current certification, respond YES to this question.
- C. If the firm or any owner, Director, officer, or management personnel associated with the firm has ever applied for and been denied MBE, WBE, SBE, and/or DBE certification, please respond YES to this question.

CERTIFICATION AFFIDAVIT – MUST BE COMPLETED BY ALL APPLICANTS

The Affidavit must be signed by the President or Chief Executive Officer of the firm. The affidavit must be notarized. False statements shall make your firm subject to decertification and/or denied future certification. This form is required for all applicants.

SUPPORTING DOCUMENT CHECKLIST All applicants MUST follow the checklist for documentation that is required with the application.

ATTACHMENT "D"
(CONTINUED)**BROWARD COUNTY SBE**
Small Business Enterprise**BUSINESS CERTIFICATION APPLICATION**

Please Read Instructions Carefully – Completed Application Must be Signed & Notarized
IMPORTANT: You must also register as a vendor with Broward County Purchasing Division
 On-Line: <http://www.co.broward.fl.us/Guests/pui00800.htm>

SECTION I - GENERAL APPLICANT INFORMATION

- A. Applicant(s) Name _____
 Contact Person _____
 Legal Name of Business _____
 Other Names Used by Business (DBA) _____
 Street Address of Business _____
 City _____ State _____ Zip Code _____
 Mailing Address if Different from Street Address _____
 Telephone Number (____) _____ Fax Number (____) _____
 Email _____ Do we have your permission to use your Email address
 for program related information? YES NO
 Website <http://> _____
 Applicant's Social Security Number or Firm's Federal EIN: _____
- B. Type of Business: Sole Proprietorship Partnership Corporation
 Tribal Enterprise Limited Liability Corp. Limited Liability
 Partnership
- Date business was started or acquired _____
- C. How many permanent full time employees are employed by your firm? _____
- D. Is this a home based business? YES NO
- E. List all branch offices/subsidiaries/affiliates by name and address:
 Name
 Address
 Name:
 Address:
- F. List all NAICS Codes that apply to your firm
 (visit www.sba.gov/size or www.naics.com/search.htm on the internet):
 () () () () ()

ATTACHMENT "D"
(CONTINUED)

- G. Please provide a brief description of the primary area(s) of work performed in the business. This is how your business will be listed and described in the certification directory.

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- H. Type of business activity - check one:
- ☐ Construction Services
- ☐ Contract Services
- ☐ Commodities Supplier
- ☐ Licensed professional services

SECTION II – OWNERSHIP

- A. Percentage of business owned by each applicant(s)
- B. Has this ownership percentage changed since the business was started or acquired? YES NO
- C. If a change has occurred, when did the change occur? ____/____/____

SECTION III - FINANCIAL INFORMATION

- A. Please list the firm's gross receipts for each of the last three years (or life of firm if less than 3 years).
- | Year | Gross Receipts |
|------|----------------|
|------|----------------|

--

- B. Provide the name and contact number of your bonding agent and the firm's current bonding capacity. (If applicable)

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- C. List the three largest contracts or sales completed by the firm during the last three years. List each Customer's name and company or organization, the dollar amount of each contract or sales, and the date completed. If any are subcontracts- indicate the contract as such and provide the name of the firm to which you subcontracted.

- 1) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____
- 2) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____
- 3) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____

ATTACHMENT "D"
(CONTINUED)

SECTION IV - OTHER INFORMATION

List any relevant licenses, certificates of training, and degrees held by the corporation or its owners/employees.

SECTION V - OTHER CERTIFICATIONS

- A. Is this business currently certified as a Minority, Woman, Disadvantaged, and/or Small Business Enterprise by any local, state, or federal agency? YES NO

If yes, please list the name of the agency and the date the current certification will expire.

Agency	Type of Certification	Expiration Date

- B. Was a site visit conducted as part of the certification process? YES NO

- C. Has this firm or any of its owners, members of the Board of Directors, officers, or management personnel ever been denied certification/recertification or been decertified, suspended, or disbarred as a MBE, WBE, DBE and/or SBE? YES NO

Explanation:

I hereby authorize the Broward County Small Business Development Division to verify the accuracy of the statements made in this application in order to determine whether I meet the standards established for the Broward County Small Business Certification Program. These statements are true and correct to the best of my knowledge.

_____	_____	____/____/____
Signature of Applicant	Title	Date

ATTACHMENT "D"
(CONTINUED)

Small Business Enterprise (SBE)
SUPPORTING DOCUMENTS CHECKLIST

To be sure you have submitted all requested information, place an "X" on the items you have submitted and completed. Any missing information may delay the processing of your application.

Completed Application

Original Affidavit signed and notarized (Keep Copy for your Records)

Copies of all business tax receipts.

Copies of all professional licenses.

Up-to-date, detailed resumes of all owners, directors, officers, and senior management. Resumes should reflect their experience and/or training in the type(s) of business being conducted by the corporation.

Owners who are not U.S. citizens must submit proof of legal permanent residence.

Mail this application (DO NOT FAX) for certification to:

Broward County Board of County Commissioners
Office of Equal Opportunity
Small Business Development Division
115 S. Andrews Avenue, Ste. A-640
Fort Lauderdale, FL 33301
Att'n. Certification Section

Phone-(954) 357-6400 Fax-(954) 357-6010
E-mail: smallbusiness@broward.org

IMPORTANT: You must also register as a vendor with Broward County Purchasing Division
Online: <http://www.broward.org/purchasing/vendorregistration.htm>

ATTACHMENT "D"
(CONTINUED)

BROWARD COUNTY SBE
CERTIFICATION AFFIDAVIT

I hereby swear that I have the authority to sign this affidavit as the Small Business Enterprise owner of the Applicant Firm noted below. I further swear that the statements on the accompanying Certification Application form and all accompanying documents are true, complete, and correct and include all materials necessary to explain the ownership and operation of the applicant firm. I affirm that any changes that have occurred during the past twelve months in the ownership, control, structure, or operation of the firm have been fully disclosed herein by attachment or notation.

(Name of Applicant Firm)

The above named firm agrees:

1. To abide by the requirements of the SMALL BUSINESS ENTERPRISE (SBE) Program as indicated on this application, and all of the applicable rules/regulations/policy guidelines of Broward County.
2. To notify Broward County within ten (10) working days of any change in the ownership, control, management, or status of the firm.
3. That, in order to monitor the status of the firm, Broward County has the right to review the firm's books, contracts, facilities, and records. Broward County also may request and review any additional information deemed necessary to complete such process.
4. That failure to answer any question or to supply any documentation requested during the application process may be cause to deny the certification request.
5. That Broward County, for cause, may withdraw certification after applying its own approved procedures.
6. That Broward County may deny certification or rescind certification and initiate action under Federal or State laws concerning false statements. This may occur, if during or after the certification process, it is found that the undersigned have submitted false, inaccurate, or misleading information.
7. That Broward County has the right to refuse certification of any firm, based on its implementation of the SBE eligibility standards, despite the fact that the firm may be certified by another entity.
8. Any information contained in this application, or obtained during on-site reviews, may be released to other certifying agencies with which the applicant has applied for certification.
9. That Broward County has the right to contact any person(s) or business named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.
10. That the undersigned will provide to Broward County, current, complete, and accurate information regarding actual work performed as a SBE on a contract. The applicant further agrees to supply documentation regarding payments for work performed, any proposed change to the arrangements on the contract, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under local, Federal, or State laws concerning false statements.

ATTACHMENT "D"
(CONTINUED)

By my signature, I recognize and accept the ten (10) preceding statements governing the consideration of this SBE application.

Printed name of Owner: _____

Owner's Signature: _____

NOTARY:

On this _____ day of _____, _____, the above named person did appear before me and being duly sworn, did execute the foregoing Affidavit and did state that he or she was properly authorized by:

(Name of Firm) _____ to execute the Affidavit and did so of his/her own free act and deed.

Personally Know YES NO

Produced I.D. Form of I.D. _____

State of: _____

Notary Signature: _____

County of: _____

My Commission Expires: _____

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: _____

ATTACHMENT "F"**Insurance Request for Fire Alarm System Maintenance and Monitoring**

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

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY / GARAGE LIABILITY ☒ Commercial General Liability ☒ Premises-Operations ☐ Explosion & Collapse Hazard ☐ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1000K	\$1000K
	Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto if applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$500K VENDOR RESPONSIBLE FOR	
☐ POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded. \$		\$
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	☒ STATUTORY		
		(each accident)	\$100K MIN
☐ PROFESSIONAL LIABILITY ~ E&O Subject to waiver unless, nature / scope of work and design specification require profession liability.	Max. Ded. \$100K	VENDOR RESPONSIBLE FOR DEDUCTIBLE	\$1,000K
☐ PROPERTY COVERAGE / ALL RISK	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	Agreed value Replacement Cost
☐ If project greater than \$50k – installation floater required for replacement of material, equipment, installation. All risk, agreed value. If applicable.	Maximum Deductible	\$ 10K deductible	Agreed value
	VENDOR RESPONSIBLE FOR DEDUCTIBLE		
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability **Additional Insured: Broward County Board of County Commissioners, Broward County, Florida.** Also when applicable certificate should show **B.C.B.C.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required.** Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.

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

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

Name & Address of Certificate Holder
 Broward County Board of County Commissioners
 Purchasing Division, RM 212
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
RE: (D. London, Purchasing)

Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, o=US,
 ou=Broward County, ou=Risk
 Management,
 email=dmebler@broward.org
 Date: 2008.03.12 15:44:10 -0400

Dawn Mehler
 Risk Management Division
 3/12/08

InsuranceLimitsForm.03 Revised certificateofinsrevised2005 DOC COI