

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

ADDENDUM NO. 1

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

DATE OF ADDENDUM: July 23, 2009

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid Opening remains as Wednesday, August 12, 2009 at 2:00 p.m.
2. Section 12 of Special Instructions to Bidders, Licensing Requirements, page 8 of 57, shall require additional certification:

A Water-Based Fire Protection Inspector permittee must qualify and maintain a NICET II certification in a subfield of Inspection and Testing of Water-Based Systems as a condition to renewal effective July 1, 2008. (Per Florida Administrative Code [69A-46.0165](#))

A copy of this certificate MUST be provided with the submitted Bid Package.

For further information regarding this certification, please contact **Rick Miles**, Broward County Facilities Maintenance Division at (954) 357-5851 or rmiles@broward.org.

This Addendum Cover Sheet or an acknowledgment of it on the Bid Sheet **“MUST”** be returned with your Bid Package due **Wednesday, August 12, 2009 before 2:00 p.m.**

All “must” documents are considered a matter of responsiveness and shall be submitted at the time of bid. Failure of a Bidder to return the documents shall be cause for rejection of the bid.

All other terms, conditions and specifications remain unchanged for this Bid.

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 one hundred twenty (120) calendar days from the date of bid opening unless vendor so notes in the bid.

BIDS WILL BE OPENED 2:00 p.m. **August 12, 2009**
and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE

**TESTING/MAINTAINING FIRE PUMPS
(Sheltered Market)**

BID NO. **M0751305B1**

PURCHASING AGENT NAME & TELEPHONE NUMBER

AMANDA SIMMENS, 954-357-6549

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

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

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE

TELEPHONE NO.

CONTACT PERSON

FAX NO.

BIDDERS E-MAIL ADDRESS

***AUTHORIZED SIGNATURE**
(submit original in blue ink)

DATE

PRINT NAME

TITLE

(Continued on Page 2)

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Purchasing may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The

Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

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

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

12. **TERMINATION:**

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

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

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

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

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

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

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

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

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

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of Purchasing.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing,

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

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

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

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

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

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

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

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

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

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

waiver of the ability to protest the specifications or requirements.

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

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

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

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

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

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

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

www.broward.org/purchasing.



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

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

ATTENTION

Dear Vendor:

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

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

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

Sincerely,

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

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

Bid Submittal Summary Sheet for Public Reading

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

Bid Number: M0751305B1

Bid Title: TESTING AND MAINTAINING FIRE PUMPS (SHELTERED MARKET)

Name of Company: _____

GRAND TOTAL FOR ITEMS 1 – 13: _____

Project Coordinator/Technical Contact: Rick Miles, Broward County Facilities Maintenance Division

Purchasing Agent: Amanda Simmens, Broward County Purchasing Division, Construction Section

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

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

LIVING WAGE SERVICE CONTRACT

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

1. **SCOPE OF WORK:**

Bids are hereby invited on an open-end basis for **Testing and Maintaining Fire Pumps** for the Facilities Maintenance Division and other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or November 5, 2009, 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.

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

1. **SCOPE OF WORK:** (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. **CONTACT INFORMATION:**

Project Coordinator for this contract is **Rick Miles**, Broward County Facilities Maintenance Division or his duly authorized representative. He can be reached at (954) 357-5851 or rmiles@broward.org. Project review and work schedules shall be coordinated with the Project Coordinator before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Project Coordinator.

Bidders requiring information on this solicitation document should contact Amanda Simmens at (954) 357-6549 or asimmens@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)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

5. **PRE-BID CONFERENCE:**

Attendance at the pre-bid conference is **OPTIONAL**. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing due to the failure of the bidder(s) to have attended the conference.

PRE-BID CONFERENCE

DATE: Wednesday July 22, 2009

TIME: 1:30 pm

LOCATION: Governmental Center Room 302A
115 S Andrews Ave
Ft. Lauderdale, FL

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder has been acquainted sufficiently with the work to be performed.

6. **PORT EVERGLADES SECURITY REQUIREMENTS:**

Not applicable to this bid.

7. **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.

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

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

9. **DELIVERY AND ACCEPTANCE:**

Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state on the Bid Sheet the number of calendar days required to make delivery and/or installation after issuance of purchase order or request for services.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

9. **DELIVERY AND ACCEPTANCE:** (Continued)

However, when the delivery is an emergency, a replacement or overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day.

Delivery is FOB destination, freight included and is to be made to the following site(s):

Various locations throughout Broward County, refer to Attachment "B"

Delivery must be made within thirty (30) calendar days after receipt of a purchase order. Vendor who cannot meet delivery requirements will be considered non-responsive.

10. **INSURANCE REQUIREMENTS** (Sample insurance certificate attached) (Attachment "I")

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

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

- 10.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy (ies) must include:
- 10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000) each accident.
- 10.1.2 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 10.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) 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:
- 10.2.1 Premises-Operations.
- 10.2.2 Products/Completed Operations Hazard.
- 10.2.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 10.2.4 Broad Form Property Damage.
- 10.2.5 Independent Contractors.
- 10.2.6 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.
- 10.2.7 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.
- 10.2.8 Notice of Cancellation and/or Restriction -- The policies must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

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

10.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) Non Airside and Five Million Dollars (\$5,000,000) Airside 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:

10.3.1 Comprehensive Form.

10.3.2 Owned Vehicles.

10.3.3 Non-Owned Vehicles.

10.3.4 Any auto, if applicable.

10.3.5 Hired Vehicles.

10.3.6 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.

10.4 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 10.1, 10.2, and 10.3. 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 to the Purchasing Division thirty (30) days prior to the date of their expiration.

10.5 Certificates of insurance shall be provided as specified in sub-section 10.4 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.

11. **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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

12. **PUBLIC BID DISCLOSURE ACT:**

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

NONE

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.

13. **LICENSING REQUIREMENTS:**

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

STATE: **CERTIFIED FIRE SPRINKLER CONTRACTOR I**

OR

CERTIFIED FIRE SPRINKLER CONTRACTOR II

COUNTY: **NONE**

Any work performed not within the scope of the above contract must be performed or supervised on site by a licensed Fire Sprinkler contractor.

14. **PERMITS AND FEES:**

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.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

15. **CODE REQUIREMENTS:**

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

16. **LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** (formerly known as OCCUPATIONAL LICENSE TAX)

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

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.

17. **WARRANTY:**

The bidder should specify any warranty applicable to the items bid.

18. **CONTRACTOR RESPONSIBILITIES:**

- 18.1 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.
- 18.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than One Hundred Percent (100%) of the Contract Price.
- 18.3 CONTRACTOR shall notify Contract Administrator or his delegate immediately of a pump test failure.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

19. **LIVING WAGE ORDINANCE:**

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 contract award value exceeds \$100,000 per year**. 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 "H". The Living Wage Ordinance Compliance Affidavit, Exhibit 1, included in Attachment "H", 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.

20. **CONE OF SILENCE ORDINANCE:**

- 20.1 At the time of Bid opening in this solicitation process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances, provides that after Bid opening, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with any county commissioner or commissioner's staff, the county administrator, deputy and assistants to the county administrator and their respective support staff, or any person appointed by the county commission to evaluate or recommend selection in this Bid process. Communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the processing of an award or to make a public record request are exceptions to the Cone of Silence requirements. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee.
- 20.2 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.
- 20.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

21. **SHELTERED MARKET PROGRAM:**

- 21.1 **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.**
- 21.2 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 **Commodities/Contractual Services**. 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.
- 21.3 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 "E").

22. **COMMUNITY BUSINESS ENTERPRISE (CBE):**

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

23. **PRICE ADJUSTMENT CLAUSES:**

Price adjustments are not applicable for this bid.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

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

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

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.”

25. **PREFERENCES**

25.1 **DOMESTIC PARTNER CLAUSE:** (Attachment “D”)

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 2, section 16 2-157 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 contractors program eligibility criteria must be substantially equivalent to those established in Section 16 2-153 (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.

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

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

27. **BATTERY DISPOSAL:**

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

28. **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)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

29. **ITEMS THAT MUST BE INCLUDED IN THE BID PACKAGE:**
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 blue ink.
- ☐ If an Addendum is required, it must be acknowledged on the Bid sheet or returned signed with your Bid.
- ☐ If a revised Bid sheet is required, it must be returned signed with the Addendum.

B. Sheltered Market

- ☐ This is a Sheltered Market Bid and 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.

30. **ADDITIONAL ITEMS REQUIRED PRIOR TO AWARD:**
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
- ☐ Attachment "C" Drug Free Workplace Certification
- ☐ Attachment "D" Domestic Partner Certification
- ☐ Attachment "E" Small Business Enterprise Certification or Application
- ☐ Attachment "F" List of Employees
- ☐ Attachment "G" Reference List
- ☐ Attachment "H" Living Wage Ordinance Compliance Affidavit (Exhibit 1) & Application for Exemption (Exhibit 2) -
- ☐ Attachment "I" Required Certificates of Insurance

***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 and is not necessary to return.**

BID SHEETTESTING/MAINTAINING FIRE PUMPS
(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 21, page 11 of 59). 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:

ITEM NO.	COMMODITY CODE #93633 DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE	TOTAL UNIT PRICE
1.	Broward County Judicial Center (BCJC) Diesel Pump 201 SE 6 th St Ft. Lauderdale, FL 33301	4 (Quarterly)	x	\$_____ = Inspection	\$_____
2.	Broward County Judicial Center (BCJC) Electric Pump 201 SE 6 th St Ft. Lauderdale, FL 33301	1 (Annual)	x	\$_____ = Overhaul	\$_____
3.	Governmental Center Electric Pump 115 S Andrews Ave Ft. Lauderdale, FL 33301	1 (Annual)	x	\$_____ = Inspection	\$_____
4.	Governmental Center Parking Garage Electric Pump 151 SW 2 nd St Ft. Lauderdale, FL 33301	1 (Annual)	x	\$_____ = Inspection	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**TESTING/MAINTAINING FIRE PUMPS**
(SHELTERED MARKET)

ITEM NO.	COMMODITY CODE #93633 DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE	TOTAL UNIT PRICE
5.	Public Safety Building (PSB) Electric Pump 2601 W Broward Blvd Ft. Lauderdale, FL 33301	1 (Annual)	x	\$_____ = Inspection	\$_____
6.	Main Library Building Electric Pump 100 S Andrews Ave Ft. Lauderdale, FL 33301	1 (Annual)	x l	\$_____ = Inspection	\$_____
7.	African-American Research Library and Cultural Center Electric Pump 2650 Sistrunk Blvd Ft. Lauderdale, FL 33311	1 (Annual)	x	\$_____ = Inspection	\$_____
8.	Governmental Center West Electric Pump 1 N University Dr Plantation, FL 33324	1 (Annual)	x	\$_____ = Inspection	\$_____
9.	64 th Street Warehouse Electric Pump 1801 NW 64 th Ave Ft. Lauderdale, FL 33309	1 (Annual)	x	\$_____ = Inspection	\$_____
10.	Labor, Emergency Repairs Monday – Friday 8:00 am – 5:00 pm	10 Hours	x	\$_____ = Hour	\$_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**TESTING/MAINTAINING FIRE PUMPS**
(SHELTERED MARKET)

ITEM NO.	COMMODITY CODE #93633 DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE	TOTAL UNIT PRICE
11.	Labor, Emergency Service Monday – Friday 5:01 pm – 7:59 am and Saturdays, Sundays and Holidays	10 Hours	x	\$_____ = Hour	\$_____
12.	Labor, Scheduled Repairs Monday – Friday 8:00 am – 5:00 pm	10 Hours	x	\$_____ = Hour	\$_____
13.	Allowances, Pass-Thru, Parts, Materials, and Other Services (Defined in Attachment “A”)				<u>\$ 5,000.00</u>
Grand Total for Items 1 - 13					\$_____

Delivery shall be made between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Delivery at other times shall be by special arrangement only.

Delivery time for each location will be negotiated and mutually agreed upon and stated on the Purchase Order.

Delivery MUST be FOB destination, freight included, and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Contractor shall notify Contract Administrator or his delegate immediately of a pump test failure.

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 to Bid. Date

BID SHEET
(Continued)**TESTING/MAINTAINING FIRE PUMPS**
(SHELTERED MARKET)**INSURANCE EXCEPTION REQUESTS:**

In accordance with Paragraph 10.5 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 ☐

FOR OPEN-END CONTRACT:

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

YES ☐ NO ☐

ELECTRONIC PAYMENT:

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

NAME OF COMPANY: _____

BID SHEET
(Continued)

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

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 # _____

VENDOR EMAIL _____

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: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet, your firm is agreeing to
the terms and conditions of the Invitation to Bid.

Date _____

**VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET**

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

The undersigned authorized representative of the Bidder certifies the truth and accuracy of all statements and the answers contained herein. Respond to all questions applicable for this solicitation.

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

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

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work or sold similar commodities to: (Also covered in Attachment "G")

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

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

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

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

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Continue list on insert sheet, if necessary.)

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

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

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

8. State the name of your proposed project manager and supervisor and give details of his or her qualifications and experience in managing similar work. (Also covered in Attachment "F")

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

9.1 The correct name of the Bidder: _____

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

9.3 The address of principal place of business: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

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

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE
(Continued)

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

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

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

10. **Only Applicable if Living Wage Applies:**

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: _____



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

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

VENDOR'S LIST**Non-Certified Subcontractors and Suppliers Information**

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

-
1. Firm's Name: _____
 2. Firm's Address: _____
 3. Firm's Telephone Number: _____
 4. Contact Name and Position: _____
 5. Bid/Proposal Number: _____
 6. Type of Work Bid: _____
 7. Types of Supplies: _____
-

1. Firm's Name: _____
 2. Firm's Address: _____
 3. Firm's Telephone Number: _____
 4. Contact Name and Position _____
 5. Bid/Proposal Number: _____
 6. Type of Work Bid: _____
 7. Types of Supplies: _____
-

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

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

Note: the information provided herein is subject to verification by the Purchasing Division.

Use additional sheets for more subcontractor or suppliers as necessary.

ATTACHMENT "A"**SPECIFICATIONS AND REQUIREMENTS****TESTING/MAINTAINING FIRE PUMPS**
(SHELTERED MARKET)**1. FIRE PUMP TESTING AND MAINTENANCE**

The Contractor shall furnish a complete mechanical maintenance service. This includes all labor, materials, equipment, supervision, reports, preventative maintenance and all repairs listed as emergency service and replacement of worn or defective parts and devices for emergency pumps at various described locations during the contract period will be handled as follows:

1.1 EMERGENCY CALL-OUT/SERVICE

- A. The Contractor shall provide a twenty-four (24) hour, seven (7) days a week emergency service with a four (4) hour response time on emergency repairs. This is for contract related repairs and for items not covered by the contract but related to the fire pump, e.g., valves, etc.
- B. Only Facilities Maintenance Division personnel are authorized to call for emergency service.
- C. The contract includes a limited amount of travel time for Contractor. Contractor basis of charge is on-the-job time, and Contractor will be required to sign in and out with security at that job site. The contract allows up to one (1) hour of actual travel time, charged as part of bid items 10, 11 and 12.

1.2 PASS-THRU ITEMS (Not covered under the Contract)

- A. The cost of items not covered in the following Specifications and Requirements shall be considered a "**Pass-Thru**" meaning that the Contractor will charge the County the same invoice prices he is charged by his supplier plus any freight. A copy of the Contractor's invoice(s) from his supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures his own parts, he will charge the County a price no higher than he charges his most favored customer. The County reserves the right to request verification for costs for parts, materials and fees. Submitted prices shall be fair, reasonable, meet industry standards and are subject to audit.
- B. Prior to purchasing non-covered items, the Contractor shall submit a quote to the Contract Administrator for authorization to proceed.
- C. Labor shall be per the contractual prices listed in the Bid.
- D. All items manufactured or purchased by the Contractor for this bid shall be **New** and in First Class condition.

2. ALL WORK, TESTS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

- A. National Fire Protection Association (NFPA) #13, standard for installation of sprinkler systems
- B. NFPA #20, Standard for the Installation of Centrifugal Fire Pumps
- C. NFPA #25, Standard for the Inspection, Testing and Maintenance of Water-Base Fire Protection Systems
- D. NFPA Inspection Manual, latest edition
- E. OSHA, General Industry Standard, Parts 1901.164 and 19010.165, latest edition
- F. Florida Building Code, latest edition
- G. Factory Specifications
- H. Local Authority Having Jurisdiction
- I. And All Other Codes and Standards that may apply

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

3. When flowing water for the Public Safety Building (PSB) and the Governmental Center Parking Garage, the bulk of the water shall be dumped off the side of the buildings and done early enough in the morning as not to interfere with public or employee access into the building. "Do not flow on to the roof of P.S.B. or down the parking garage."
4. Scheduled inspections shall occur during regular working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, at a time mutually agreed upon by the Contractor and the Contract Administrator.
5. Four (4) minor inspections and (1) one major annual inspection on the emergency diesel fire pump; and (1) one annual inspection on the nondiesel (electric) fire pumps will be required as indicated on the quote page. Quarterly (minor) inspections will be performed every three (3) months with the first inspection within the first (30) days after contract award and the annual (major) inspection to be done at the same time as the second minor inspection. The non-diesel (electric) inspections will be performed approximately one (1) year from prior inspection date.

6. **CONTRACTOR RECORDS:**

- 6.1 Contractor shall maintain an accurate maintenance record with complete information of the work and tests performed and parts furnished on each unit covered by this contract, and
- 6.2 A log of the tests in the pump rooms in accordance with N.F.P.A. #25. Provide a copy to the Building Manager and to the Contract Administrator. This log will note each PASS and FAIL of fire pumps.

A checklist shall be prepared by the contractor for each fire pump listed on the bid sheets. The checklist shall contain the inspection date, inspector's name, related work attributes and include items listed below. A typed report indicating inspections, adjustments and repairs made to each unit shall be presented within three (3) business days after each inspection.

7. **CONTRACTOR AND STAFF QUALIFICATIONS** (Attachments "F" and "G")

- 7.1 Contractor agrees to provide competent workers with experience relative to this contract.
- 7.2 On-site Project Supervisors must have at least three (3) years of experience providing service and maintenance to fire pumps AND possess a Fire Sprinkler Contractor license. The Supervisor(s) must have skill, training and technical expertise in the operation and maintenance of fire pumps.
- 7.3 The on-site Supervisor must be able to speak and understand English.
- 7.4 Supervisor's staff must have at least two (2) years of experience for providing service and maintenance to fire pumps. Staff are required on site supervision by a Project Supervisor.
- 7.5 Contractor shall provide the County with a list of employees that will perform work on County property as part of the contract. This list of employees AND proof of licensing must be submitted prior to award.
- 7.6 Contractor shall provide a reference list with a minimum of three (3) current customers, comparable in size and scope, that the Contractor has recently supplied services to on a continuing basis over a twelve (12) month period.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

8. QUARTERLY SERVICE

The quarterly service of the fire pump at BCJC shall include, but not be limited to, the following:

A. Lubricating System on Diesel Engine

- 1) Check lube level and add oil as needed.
- 2) Check condition of lube oil hoses and connections.
- 3) Check for oil leaks.
- 4) Supply extra 2 gallons of lube oil to be retained in Pump Room. *

B. Fuel System on Diesel Engine

- 1) Drain water from fuel filter. Change element if necessary.
- 2) Clean strainer in diesel fuel line. Replace filter if necessary. *
- 3) Clean dirt leg in diesel fuel system. Replace if necessary. *
- 4) Clean crankcase breather and replace if necessary. *
- 5) Repair and/or replace all fuel lines, hoses and connectors as needed. *
- 6) Repair and/or replace fuel pump if necessary. *
- 7) Check operation of day tank and transfer pump.
- 8) Check fuel storage tank level.
- 9) Check diesel tank vents and overflow piping to ensure there are no obstructions.
- 10) Check day tank float.

C. Cooling System on Diesel Engine

- 1) Check coolant level and add coolant as needed.
- 2) Check all belt adjustments.
- 3) Check condition of water hoses.
- 4) Clean the cooling system's water strainer.
- 5) Check for leaks.
- 6) Inspect/set water heater jacket.
- 7) Check fan and radiator for physical damage, obstructions and leaks. Replace and/or repair as necessary.*
- 8) Repair and/or replace all hoses, seals, fitting, filters, heaters and belts as needed. *

D. Engine Safety Controls on Diesel Engine

- 1) Check operation of safety controls.
- 2) Test hi-temp safety circuit.
- 3) Test and adjust overspeed safeties. Record overspeed stop.
- 4) Test and adjust oil pressure safeties.

***Replacement parts for these items (due to wear and tear) shall be included in the bid price and shall be of no additional cost to Broward County. Replacement parts shall be NEW and in first class condition.**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

8. **QUARTERLY SERVICE** (Continued)

E. Electrical System on Diesel Engine

- 1) Test batteries and clean terminals. Check battery fluid levels. Add fluid as needed.
- 2) Check battery-specific gravity if applicable.
- 3) Record Rate: _____ A _____ v if applicable.
- 4) Check battery connections. Clean and tighten as needed. *
- 5) Check circuit breakers and/or fuses. Replace at least every two (2) years. *
- 6) Check and tighten all electrical connections on the control panel and engine.
- 7) Test the automatic start/stop system.
- 8) Check the fire pump control panel and repair if necessary. *
- 9) Test for faulty lamps and replace if needed. *
- 10) Remove dust from control panel.
- 11) Check all visual and audible alarms. Repair as needed.
- 12) Clean controller fan and remote indicator.
- 13) Check that engine room is properly ventilated.

F. Engine Test on Diesel Engine

- 1) Start engine; check operate (simulate water pressure loss).
- 2) Adjust RPM as needed.
- 3) Observe and record the oil pressure/temperature.
- 4) Observe and record water temperature.
- 5) Observe and record battery charge rate.

G. Pumping System on Diesel AND Electric

- 1) Adjust packing glands and replace if needed. *
- 2) Inspect and calibrate pressure gauges. Replace if necessary. *
- 3) Check the pump shaft end play. Adjust as needed. *
- 4) Adjust and calibrate mercoid switches. Replace if necessary. *
- 5) Check engine gauges.

***Replacement parts for these items (due to wear and tear) shall be included in the bid price and shall be of no additional cost to Broward County. Replacement parts shall be NEW and in first class condition.**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

9. **ENGINE OVERHAUL**

The engine overhaul of the fire pump at BCJC shall include, but not be limited to, the following:

A. Lubricating System on Diesel Engine

- 1) Replace oil and filter. *
- 2) Lube Oil Analysis shall be performed on all units on an annual basis at the same time of the oil change on the major inspection and/or after extended use in excess of forty (40) hours. Cost shall be included in the maintenance cost. A report shall be submitted to the Contract Administrator within three (3) business days after inspection.

B. Fuel System on Diesel Engine

- 1) Check and set fuel linkage and throttle.
- 2) Remove water and foreign material from diesel fuel tank.
- 3) Replace flexible hoses, connectors and seals. *
- 4) Perform diesel fuel analysis on day tank fuel storage at the time of inspection. Cost shall be included in the maintenance cost. A report shall be submitted to the Contract Administrator within three (3) business days after inspection.

C. Cooling System on Diesel Engine

- 1) Check coolant/antifreeze ph. Replace as required. *
- 2) Add inhibitor.
- 3) Rod out the heat exchanger or cooling system if necessary. *
- 4) Check zinc rod in heat exchanger and replace if needed. *

D. Air System on Diesel Engine

- 1) Replace air cleaner/filter.
- 2) Check air hoses and connections.
- 3) Replace fan belts, hoses and connectors as needed. *

E. Exhaust System on Diesel Engine

- 1) Check exhaust and exhaust hangers. Adjust as needed.
- 2) Check and lubricate Pump Room louvers and dampers.
- 3) Check exhaust and exhaust hangers. Adjust as needed.
- 4) Check and lubricate louvers and dampers in Pump Room.

F. Electrical System on Diesel Engine

- 1) Test voltage regulator and calibrate on charging unit.
- 2) Lubricate the starter/cranking motor. *
- 3) Inspect governor and linkage.
- 4) Check and adjust electrical meters.

***Replacement parts for these items (due to wear and tear) shall be included in the bid price and shall be of no additional cost to Broward County. Replacement parts shall be NEW and in first class condition.**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

9. ENGINE OVERHAUL (Continued)

G. Engine Safety Controls on Diesel Engine

- 1) Test shut trip unit.

H. Engine Test on Diesel Engine/Pump

- 1) Test and operate power failure start-up circuit.

I. All Filters on Diesel Engine/Pump

- 1) All filters shall be changed annually or after extended use as part of the inspection. *

J. Pumping System on Diesel-driven Pump

- 1) Lubricate pump bearings. *
- 2) Lubricate coupling. *
- 3) Check pump shaft end play and adjust as needed. *
- 4) Check and adjust pump coupling alignment. Repair if necessary. *
- 5) Calibrate pressure switch settings and replace if necessary. *
- 6) Adjust packing glands and replace if necessary. *
- 7) Clean stuffing box drains.
- 8) Inspect and calibrate pressure gauges and replace if necessary. *
- 9) Adjust pressure release valves and replace if necessary. *
- 10) Simulate loss of water pressure to building system and run pump until it does an automatic shutdown.
- 11) Replace packing gland retaining l-bolts as needed. *

K. All Valves in the Pump Room

- 1) All valves shall be tested and inspected.
- 2) Adjust and repack as needed. *
- 3) Lubricate retaining bolts/screw and replace if necessary. *

***Replacement parts for these items (due to wear and tear) shall be included in the bid price and shall be of no additional cost to Broward County. Replacement parts shall be NEW and in first class condition.**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

10. MAINTENANCE AND REPAIR

The maintenance and repair of the fire pumps at BCJC, Governmental Center, Governmental Center Parking Garage, Governmental Center West, Main Library, PSB, African-American Research Library And Cultural Center and 64th St. Warehouse shall include, but not be limited to, the following:

A. Electric Fire Pump

- 1) Exercise isolating switch and circuit breaker.
- 2) Check and record phase voltages and currents if applicable.
- 3) Replace control bulbs as needed. *
- 4) Operate manual starting means.
- 5) Operate emergency starting means.
- 6) Operate automatic starting means.
- 7) Follow manufacturer recommendations.
- 8) Lubricate pump and motor. Replace lubricant as needed. *

B. Pumping System on Diesel and Electric

- 1) Lubricate pump bearings.
- 2) Lubricate coupling.
- 3) Check the pump shaft end play. Adjust as needed. *
- 4) Check pump coupling alignment.
- 5) Calibrate pressure switch settings.
- 6) Adjust packing glands and replace if needed. *
- 7) Clean stuffing box drains.
- 8) Inspect and calibrate pressure gauges. Replace if necessary. *
- 9) Adjust pressure relief valves. Replace if necessary. *
- 10) Simulate loss of water pressure to building system and run pump until it does an auto shutdown.

C. All Valves in the Pump Room

- 1) All valves shall be tested, inspected and exercised.
- 2) Adjust and repack if necessary. *
- 3) Lubricate retaining bolts/screws. Replace if necessary. *

D. All Pipes, Pipe Hangers and Fittings

- 1) Inspect all piping, hangers and fittings.
- 2) Adjust hangers. Replace if necessary. *

E. Jockey Pumps

- 1) All jockey pumps shall be tested, exercised and inspected.
- 2) Test and adjust mercooid switches. Replace if necessary. *
- 3) Lubricate and adjust as needed. *

***Replacement parts for these items (due to wear and tear) shall be included in the bid price and shall be of no additional cost to Broward County. Replacement parts shall be NEW and in first class condition.**

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

11. **IDENTIFICATION BADGES AND CRIMINAL HISTORY CHECKS FOR EMPLOYEES**

This solicitation includes sites which are designated as critical to security or public safety pursuant to Broward County Ordinance 2003-08 sections 26-121 and 26-122, as may be amended. Identification badges will be needed to gain access to the equipment listed in this contract. The Contractor is required to obtain State and National background checks on all employees servicing this contract. The nominal cost of background checks is the Contractor's responsibility and should be included in the bid price.

Background checks may be purchased through the Florida Department of Law Enforcement User Services Bureau (FDLE). The FDLE database may be accessed by phone at 1-850-410-8109 or online at <https://www2.fdle.state.fl.us>

The Contractor and his employee(s) shall provide background checks to Security at one of the service locations prior to service date. Security will then supply identification badges valid for up to one (1) year at Broward County facilities. The Contractor is responsible for the collection of identification badges for former employees and at the termination of this contract.

12. **DISPOSAL OF USED LIQUIDS**

The Contractor will be responsible for the proper and legal disposal of used oil, anti-freeze and other environmental contaminants. A copy of the manifest, showing all details of disposal, shall be provided to the County, attention Richard Miles of the Facilities Maintenance Division, and the original must be retained by the Contractor for a minimum period of ten (10) years, during which time the County shall have complete access to all documents concerning environmental contaminants removed as part of this contract.

ATTACHMENT "B"SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATIONTESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

1. **BROWARD COUNTY JUDICIAL CENTER (BCJC)**
201 SE 6TH ST
FT. LAUDERDALE
 - A. JOCKEY PUMP CONTROLLER
Sylvania
Model no. XB1B00-04
 - B. JOCKEY PUMP
Baldor Industrial Motor
GRUNDOS (CR2), (TYPE:CR 2 UH; MOD.2-60; 300PSI-MAX; 250FMAX)
SPEC= 35G861-92; CAT.#84.Z00007; FRAME 56CZ
1 2 HP; 460vac; 60HZ.; 3 PH.; 2.3amps; 3450 RPM
CLASS B; CODE G; SERV. FACTOR 1.15; 40DEG.C AMB.
CONTINUOUS DUTY
 - C. FIRE PUMP CONTROLLER
Master Diesel Fire Pump Controller
Mfr. Master Control Systems Inc., Lake Bluff, Ill.
Model No.DCFRA-EH45; Serial No.51077; Part No.B537608-17
Input Voltage: 24nvdc, 115vac at 60 Hz. Single Phase
275psi; Encl.type 12
 - D. FIRE PUMP DIESEL ENGINE DRIVE
Caterpillar 3208 Industrial Engine
Serial No. 90n71104; Modification No. PI4925-88
Ar No.4w0858; Perf.spec.ot7476; Oem No.fire Serv 3208 Dina
Full Load Static Fuel 2.80mm; Full Torq.static 2.90mm
Power 160 Hp, 119kw; Bare Eng.hi Idle 3100 Rpm
Full Load Rpm 3000; Fuel Timing 16.0 Btc
 - E. FIRE PUMP
Patterson
Size-type 8x6yr; Stage 1; Serial No.88PT12912L6
Rated BHP = 160; MAX.BHP = 135; MAX. Suction = 70psi
GPM = 1500; RPM = 3000; PSIG = 110; MAX.PSIG = 130
PSIG = 78; IMP.DIA. = 9 2
 - F. FUEL PUMP
SIMPLX SPS Series Packaged Pump Set
Mfd.by SIMPLEX Inc. (217)525-6995; Model no. SPS 30
WO. #16192-94-55; 3 Phase; Full Load AMPS 15
Pump Capacity 17 Gpm @ 100psi; Pump Motor 2.0 Hp; 460vac
 - G. LARGE VALVE TYPES
8" Stockman

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

2. GOVERNMENTAL CENTER
115 S ANDREWS AVE
FT. LAUDERDALE

- A. JOCKEY PUMP CONTROLLER
Sylvania
Model No. B1B04-04
Fuse - FRS-R-25
- B. JOCKEY PUMP
Aurora Pump
Model No. NH56T34D49IE (PUMP MODEL #F05 BF, 83-11328)
RPM = 3450; 2HP; 3 PHASE; 460vac; 3.1amps; F.L.AMPS=3.1
TYPE TS; CODE J; DUTY CONT. 40 DEG.C AMB; S.B.AMPS=3.5
INSUL.CL.=B; S.L.=1.2
- C. FIRE PUMP CONTROLLER
Sylvania
Model no. C9C194-41; Serial no.383949-1-1
BUL.C10690; 75HP; 460vac; 3 PH.; W/D A10-352466
MAX.WATER PRESSURE 300psi
- D. FIRE PUMP ELECTRIC MOTOR DRIVE
Lincoln A.c. Motor (Lincguard - Dripproof)
Frame 365TS; 1775 RPM; Serial no.2720839; 75 HP; 3 Phase
INS B; MAX AMB 40 DEG.C; 460vac; 96amps; NEMA Code F
NEMA Design CODE B; Service Factor 1.15; Continuous Duty
Lincoln Code TV-2658
- E. FIRE PUMP
Aurora
MFR.POINT = N.AURORA
TYPE = 5-481-15; SERIAL NO. 83-66264; HEAD FEET 173
1000 GPM AT 75psi; 1770 RPM; 63psi AT 150%; BHP = 60.1
STAGES = 1; MAX. PRESSURE = 86.8psi; IMP.DIA.= 13.937
MAX.BHP = 73 AT MAX. SUCTION 128psi
- F. LARGE VALVE TYPES
6" Mueller

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

3. GOVERNMENTAL CENTER PARKING GARAGE
(1200 CAR GARAGE)
151 SW 2nd STREET
FT. LAUDERDALE

- A. JOCKEY PUMP CONTROLLER
JOSLYN CLARK CONTROLS
MODEL NO. HPJ408B-03
FUSE - FRS-R-30
- B. JOCKEY PUMP
BALDOR INDUSTRIAL MOTOR
GRUNDOS CR4; MODEL NO.84.Z00011; SERIAL NO.F431; 3450 RPM
FRAME 182TCZ; SPEC.36E831-05; 3 HP; 460vac; 3.9amps
3 PHASE; DES.CODE B; CODE K; CLASS B; RATING 40C AMB
CONTINUOUS DUTY; SERV.FACTOR 1.15
- C. FIRE PUMP CONTROLLER
JOSLYN CLARK ELECTRIC FIRE PUMP CONTROLLER
MODEL NO. C50224-4T; BUL. C10650; SERIAL NO. 7223211-1-1
W/D C10-10650-10T; 150HP; 460vac; 3 PHASE; ENCLOSURE 2
MAX. WATER PRESSURE=100psi
- D. FIRE PUMP ELECTRIC MOTOR DRIVE
LINCOLN A.C. MOTOR (LINGUARD - DRIPPROOF)
SERIAL NO.3768158; FRAME 44415; 150 HP; 1780 RPM; 460vac
169amps; 3 PHASE; SERV.FACTOR=1.15 AT 40 DEG.C; INS 1
NEMA CODE=B; NEMA DESIGN=B; CONTINUOUS DUTY; TV-4708
- E. FIRE PUMP
REDDY-BUFFALOES PUMP INC.
SIZE/TYPE = 10X10 DF; STAGES = 1; SERIAL NO. 91-1891-DF100
RATED BFP=150; MAX.BFP=172; MAX.SUCTION=280psi; 2500 GPM
95 PSIG; 375 MAX.PSIG; 1.5 CAP.PSIG=61.8; 1780 RPM
IMP.DIA.=15.75
- F. LARGE VALVE TYPES
10" MUELLER

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

4. **PUBLIC SAFETY BUILDING (PSB)**
2601 W. BROWARD BLVD
FT. LAUDERDALE
- A. JOCKEY PUMP CONTROLLER
JOSLYN CLARK CONTROLS
MODEL NO. HPF05AA3603-46
FUSE - FUSETRON FRS-R-8
- B. JOCKEY PUMP
AURORA PUMP
PART NO. 950-3291-940
MODEL NO. WVN145TTDR5508AA L
3490 RPM; 3 PH.; 3 HP; 460vac
- C. FIRE PUMP CONTROLLER
JOSLYN CLARK ELECTRIC FIRE PUMP CONTROLLER
MODEL NO. C5B214-4T; BUL. 10650; SERIAL NO. 72043830
W/D A10-352474; 125 HP; 460vac; 3 PH.; ENCL. TYPE 2
MAX. WATER PRESSURE = 300psi
- D. FIRE PUMP MOTOR DRIVE
LINCOLN A.C. MOTOR (LINGUARD - DRIPPROOF)
FRAME = 405TS; SERIAL NO.3726376; 125 HP; 1770 RPM; 460vac
3 PHASE; 144amps; TIME RATE CONT.; TV 4733
- E. FIRE PUMP
MFR. N. AURORA
SIZE=6-481-15B; SERIAL NO.90-66043; TYPE 481BF; HEAD FT.185
GPM 2000 AT 80 PSI; RPM 1770; PRESSURE @ 150% = 56.9
BHP = 111.5; MAX. PRESSURE 98.5psi; IMP.DIA.=14.375
MAX BHP = 124.7 @ MAX SUCTION PSI 101.5
- F. LARGE VALVE TYPES
8" MUELLER

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

5. MAIN LIBRARY BUILDING
100 S ANDREWS AVE
FT. LAUDERDALE

- A. JOCKEY PUMP CONTROLLER
FIRETROL INC., ERIE, PA.
MODEL NO. FTA-500B-D02B
- B. JOCKEY PUMP
FRANKLIN ELECTRIC (MOTOR)
MODEL NO. 1303162102; 3 PH.; 480vac; 2 HP
BURKS PUMPS (PUMP)
CAT. NO. 320CS6M; SERIAL NO. 290128
- C. FIRE PUMP CONTROLLER
FIRETROL INC.
MODEL NO. FTA-1000A-A100B
440-480 VAC; 3 PH.; 100 HP
- D. FIRE PUMP ELECTRIC MOTOR DRIVE
LINCOLN A.C. MOTOR (LINGUARD - DRIPPROOF)
FRAME 404TS; 1770 RPM; SERIAL NO. 2583645; 100 HP; 3 PHASE
INS B; MAX AMB 40 DEG.C; 460vac; 119 AMPS; NEMA CODE F
NEMA DESIGN CODE B; SERVICE FACTOR 1.15; CONTINUOUS DUTY
LINCOLN CODE TV-3420
- E. FIRE PUMP
PEERLESS PUMP
TYPE CENTRIFUGAL FIRE PUMP; MODEL NO. 6 A 14; 1500 GPM.
IMP.DIA.= 13.875; SERIAL NO. 415416; RATED PSI = 80
RATED RPM = 1770; RATED BHP = 96.9; PSI AT 150% = 66.2
PSI MAX.= 89.6; MAX. BHP 102.9 AT MAX. SUCTION PSI 75
- F. LARGE VALVE TYPES
NIB CO.

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

6. AFRICAN-AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER
2650 SISTRUNK BLVD
FT. LAUDERDALE

- A. JOCKEY PUMP CONTROLLER
HUBBELL CONTROL
MODEL NO. LX-600
SERIAL NO. A-146042-2-1
PART NO. F60AB038
- B. JOCKEY PUMP
FAIRBANK MORSE
MODEL NO. 01-376247
- C. FIRE PUMP CONTROLLER
HUBBELL CONTROL
ELECTRIC FIRE PUMP CONTROLLER
MODEL LX-2200
SERIAL NO. A-146042-1-1
PART NO. F22BB031
CAT. NO. LX22M460AM10
H.P. 40; 480v; 60Hz; 3ph.
- D. TRANSFER SWITCH
CAT. NO. LX450133E6
SERIAL NO. A-146042-1-1
100 AMPS
- E. FIRE PUMP
LISTED 483A
MFR. POINT N. AURORA
TYPE: 4" 1823CF SPLITCASE
SERIAL NO. 01-376236
GPM 750 AT 65 PSI; RPM 3560; PSI AT 150% 450
BPH 43.7; MAX. PRESS. 80.3PSI
MAX. BHP 45.9 AT MAX. SUCT. PSI 194.7
ONE STAGE IMP. DIA. 7.000
- F. FIRE PUMP ELECTRIC MOTOR DRIVE
MARATHON ELECTRIC SERIES E
MODEL NO. 8VJ 286TSTD4022AD L
TYPE TDS; HP 40; VOLTS 460; RPM 3525; 47 AMPS
- G. LARGE VALVE TYPES
6" MUELLER

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

7. GOVERNMENTAL CENTER WEST
1 N UNIVERSITY DR
PLANTATION

- A. JOCKEY PUMP CONTROL
MASTER CONTROL SYSTEMS INC.
MODEL NO. PMC-3-3-46
SERIAL NO. 97276, TYPE: ABB
PART NO. B 533056-8
- B. JOCKEY PUMP MOTOR
BALDOR INDUSTRIAL MOTOR
CAT. NO. 84Z04031
SPEC. 35S938-0186C1
SERIAL NO. F0402171897
- C. JOCKEY PUMP
TYPE NO. CR3-17 U-FGJ-A-E-HQQE
MODEL NO. A96083262P20415U5207
- D. FIRE PUMP CONTROLLER MASTER
ELECTRIC FIRE PUMP CONTROLLER
MODEL NO. MCYTZ225-150-45-AHIRX
MODEL CODE: 12
SERIAL NO. 96915
PART NO. 704931-16
- E. FIRE PUMP
PATTERSON, Subsidiary of Gorman-Rupp
PO Box 790, 9201 Ayersville Road
Toccoa, Georgia 30577, Ph. (706) 866-2101
CENTRIFIGUAL FIRE PUMP/SPLIT CASE
SIZE TYPE: 6X5X11 SSCH
STAGE NO. 1
SERIAL NO. FP-CO44579
RATED B. H.P. = 150, MAX. B.H.P. = 168.1, MAX. SUCTION = 83 PSI
GPM = 1250, RPM = 3560, PSIG = 150, MAX PSIG = 182
1.50 CAP PSIG. = 121,
IMP. DIA = 9.500

ATTACHMENT "B"
(Continued)

SCHEDULE OF MANUFACTURERS AND MODELS PER LOCATION

TESTING/MAINTAINING FIRE PUMPS
(SHELTERED MARKET)

7. **GOVERNMENTAL CENTER WEST** (Continued)
1 N UNIVERSITY DR
PLANTATION

F. FIRE PUMP MOTOR
MARATHON ELECTRIC Series E
MOD. BB 405TSTD4006AP W
MTG.: F1 FRAME 405TS
PART NO. U534
SERIAL NO. WAA000961
DATE MFT. 02/2004

G. LARGE VALVE TYPES
MUELLER 8"
VICTAULIC 8"
FIRE PROT. PRESSURE
REDUCING VALVE 6"
(MODEL NO. 90G-21)
(CLA-VAL)

8. **64th STREET WAREHOUSE**
1801 NW 64th AVE
FT. LAUDERDALE

CONTRACTOR TO VERIFY MODEL, MANUFACTURER AND SERIAL NUMBER.

Page 42 of 59

ATTACHMENT "D"
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:

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

1. Any vendors' 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 vendors 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 employee's 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 employee's 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.

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 _____, 2009

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 "E"

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 Eggelation, 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 "E"
(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 "E"
(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 "E"
(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 "E"
(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)

--

- 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 "E"
(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 "E"
(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 "E"
(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 "E"
(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: _____

LIST OF EMPLOYEES

[illegible]

ATTACHMENT "G"**REFERENCE LIST**

Contractor shall provide a reference list with a minimum of three (3) current customers, comparable in size and scope, that the Contractor has recently supplied services to on a continuing basis over a twelve (12) month period.

REFERENCE #1

COMPANY NAME: _____

SERVICE PROVIDED: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CONTACT NAME: _____

TELEPHONE NO.: _____

REFERENCE #2

COMPANY NAME: _____

SERVICE PROVIDED: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CONTACT NAME: _____

TELEPHONE NO.: _____

REFERENCE #3

COMPANY NAME: _____

SERVICE PROVIDED: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CONTACT NAME: _____

TELEPHONE NO.: _____

NAME OF COMPANY: _____

ATTACHMENT "H"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?pid10288&sid9.

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 "H"
(Continued)

INVITATION FOR BID
SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

III. SANCTIONS FOR UNPAID WAGES:

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

IV. PAYROLL; BASIC RECORDS; REPORTING:

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

V. SUBCONTRACTS:

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

VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:

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

ATTACHMENT "H"
(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:					
<u>Please check one:</u> 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 and every six (6) months thereafter 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 _____ _____ Notary Public My commission expires: _____ (Print, type or stamp commissioned name of Notary Public) Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____					

ATTACHMENT "H"
(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 complete and submit this 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: _____

FOR PURCHASING DIVISION USE ONLY

Recommendation: _____

Reviewed by LWO Program Analyst: _____ Date: _____

ATTACHMENT "I"**Insurance Request for the Testing/Maintaining Fire Pumps throughout Broward County**

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 ☒ 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	\$1000K Non airside \$5000k airside	
EXCESS LIABILITY ☐ Umbrella Form ☐ Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	☒ STATUTORY		
		(each accident)	100K MIN
☐ PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$100K	CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE	\$1,000K
☐ PROPERTY COVERAGE	Max. Ded.		Agreed value
	CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE		Replacement Cost
☐ If project greater than \$50k – installation floater required for replacement of materials, equipment and installation. All risk, agreed value.	Maximum Deductible	\$ 10K deductible	Agreed value
Provider / Vendor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. Vendor / Provider RESPONSIBLE FOR DEDUCTIBLE			

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

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and 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
 Risk Management Division, RM 210
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
RE: (R. Bunge, Facilities)

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI



Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, c=US,
 o=Broward County, ou=Risk
 Management,
 email=dmebler@broward.org
 Date: 2009.05.01 14:38:18 -0400

Dawn Mehler
 Risk Management Division