

SUBMIT BID TO:

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

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principles or corporate officers of the firm were principles or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.

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

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

BID TITLE

**VIDEO CONFERENCING SYSTEMS & MAINT. (REBID)
(SHELTERED MARKET)**

BID NO. **D0745001B2**

PURCHASING AGENT NAME & TELEPHONE NUMBER

JOHN TORRENGA, (954) 357-6081

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

Bid Submittal Summary Sheet for Public Reading

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

Bid Number: **D0745001B2**

Bid Title: **VIDEO CONFERENCING SYSTEMS AND MAINTENANCE(REBID) (SHELTERED MARKET)**

Name of Company: _____

GROUP 1 TOTAL (ITEMS 1 THRU 4): _____

PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

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

1. **SCOPE:**

Bids are hereby invited on a fixed contract basis for purchase and an open-end basis for maintenance of **VIDEO CONFERENCING SYSTEMS (REBID)** for the Broward County Court Administration Division.

The initial contract period for maintenance shall start on date of award and shall terminate one 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 an additional two, one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

1. **SCOPE:** (Continued)
No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
2. **SPECIFICATIONS AND REQUIREMENTS:**
The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.
3. **CONTINGENCY FEES:**
By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.
4. **FURTHER INFORMATION:**
Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact John Torrenga, Purchasing Agent at (954) 954-357-6081.

Bidders requiring technical clarifications should contact Craig Burger at (954) 831-5793. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.
5. **PORT EVERGLADES SECURITY REQUIREMENTS:**
Not applicable to this bid.
6. **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.
7. **SITE VISIT AND/OR PRE-BID CONFERENCE:**
Not applicable for this bid.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

8. **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.

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

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

Broward County – 17th Judicial Circuit
Attn: Craig Butler
201 SE 6th Street, Room 1882
Fort Lauderdale, FL 33301

Delivery is desired within 14 calendar days after receipt of a purchase order. Vendor who cannot meet delivery requirements may be considered non-responsive.

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

Vendor should submit with the bid current manufacturer's catalogues and product literature on items offered. However, this information must be submitted within five calendar days when requested by Broward County Purchasing Division. Literature should be clearly marked as to each item number. Failure on the part of the vendor to submit the requested literature and/or catalogues will result in their bid being declared non-responsive.

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

10. **INSURANCE REQUIREMENTS:**

Not applicable for this bid.

11. **WARRANTY:**

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

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

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

13. **CONTRACTOR RESPONSIBILITIES:**

13.1 The CONTRACTOR will be responsible for all equipment, materials, services, etc. offered in this 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.

13.2 CONTRACTOR shall perform the Work with its own organization, amounting to not less than 100 percent of the Contract Price.

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

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

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

15. **LIVING WAGE ORDINANCE:**

Not applicable for this bid.

16. **CONE OF SILENCE ORDINANCE:**

16.1 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.

16.2 This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

17. SHELTERED MARKET PROGRAM:

- 17.1 **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.**
- 17.2 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 A COMMODITY AND/OR CONTRACTUAL SERVICE. 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.
- 17.3 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 "C").

18. DRUG-FREE WORKPLACE CERTIFICATION:

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

19. **NON-COLLUSION STATEMENT:**

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

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

20. **DOCUMENT CHECKLIST:**

THE FOLLOWING ITEMS MAY BE REQUIRED TO DETERMINE BID RESPONSIVENESS. PLEASE ENSURE THAT ALL APPLICABLE ITEMS ARE COMPLETED AND SUBMITTED WITH YOUR BID. FAILURE TO MEET THE APPLICABLE REQUIREMENTS MAY RENDER YOUR BID NON-RESPONSIVE. ADDITIONAL INFORMATION FOR THESE ITEMS CAN BE FOUND THROUGHOUT THIS BID DOCUMENT.

A. Bid/Addendum

- ☐ The Invitation for Bid must be signed in ink.
- ☐ If an Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
- ☐ If a revised Bid sheet is required, it must be returned with the Addendum.

B. Group Items

- ☐ If a "Group" is specified, you must bid all items within each Group and indicate "No Charge" for those items that are included at no additional charge.

C. Sheltered Market

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

21. **ADDITIONAL ITEMS:**

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH YOUR BID, BUT NO LATER THAN FIVE (5) BUSINESS DAYS FROM REQUEST OF THE PURCHASING AGENT.

A. Supplements/Attachments

- ☐ Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
- ☐ The Non-Collusion Statement
- ☐ The Vendor Questionnaire
- ☐ Drug Free Workplace Certification – Attachment "B"
- ☐ Small Business Enterprise Certification or Application - Attachment "C"

*** All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.**

BID SHEETVIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

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

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 17, page 6 of 33). **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 all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP 1 (ITEMS 1 THRU 4)

ITEMS 1 THRU 3 (FIXED PURCHASE)

ITEM 4 (OPEN-END PURCHASE)

Line	Commodity No. 80557 Description	Qty./ Unit	Unit Price	Total Amount
1.	Video Conferencing System Polycom HDX 7002, Model No. 7200-27600-001 or approved equal. Each unit shall include HD Codec, HD Camera, two microphones, remote control, interconnect cables, power supplies and manuals. Additional specification requirements are identified on Attachment "A". Item requires no installation or setup. Manufacturer Offered: _____ Model Offered: _____	11 Each	_____ Each	_____
2.	Video Conferencing Media Center Cart Polycom 2215-22628-001 or approved equal. Per the specifications identified on Attachment "A". Item requires no installation or setup. Manufacturer Offered: _____ Model Offered: _____	6 Each	_____ Each	_____

NAME OF COMPANY: _____

BID SHEET
(Continued)**VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)**
(SHELTERED MARKET)**GROUP 1 (ITEMS 1 THRU 4) (Continued)**

Line	Commodity No. 80557 Description	Qty./ Unit	Unit Price	Total Amount
3.	Video Conferencing Rack Shelf Polycom 2215-28283-001 or approved equal. Black 2u shelf for 19" racks which will hold the codec in position. Approximate dimensions: 3.5" (2u) x 19" x 14" deep. Manufacturer Offered: _____ Model Offered: _____ Dimensions: _____	5 Each	_____ Each	_____
4.	Equipment Maintenance for Line 1 Requires advanced replacement parts shipped priority level same business day from notification. 24/7 telephone technical support, software updates and upgrades.	11 Units	_____ Annual price per unit	_____

GROUP 1 TOTAL (ITEMS 1 THRU 4) \$ _____

Delivery shall be made between 9:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Delivery at other times shall be by special arrangement only.

Delivery should not exceed 14 calendar days of the receipt of Purchase Order. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

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

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

Please indicate if delivery will be made by:

Common Carrier	_____
Company Vehicle	_____
Other	_____

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

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser.

YES ☐ NO ☐

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

RECYCLED CONTENT INFORMATION:

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

PRODUCT DESCRIPTION: _____

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

YES ☐ NO ☐

SPECIFY: _____

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

YES ☐ NO ☐

SPECIFY: _____

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

ACCEPTANCE OF CREDIT CARDS:

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

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

NAME OF COMPANY: _____

BID SHEET
(Continued)

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

FOR OPEN-END CONTRACT:

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

ELECTRONIC PAYMENT:

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

OTHER GOVERNMENT ENTITIES:

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

☐ YES

☐ NO

VENDOR FAX # _____

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

☐ YES

☐ NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

☐ YES

☐ NO

ADDENDA:

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

NOTICES TO BIDDER:

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET

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

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

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

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

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

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

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

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

<u>NAME OF PROJECT</u>	<u>OWNER & PHONE NO.</u>	<u>TOTAL CONTRACT VALUE</u>	<u>DATE OF COMPLETION PER CONTRACT</u>	<u>% OF COMPLETION TO DATE</u>
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(Continue list on insert sheet, if necessary.)

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

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

9.1 The correct name of the Bidder: _____

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

9.3 The address of principal place of business: _____

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

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

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

NAME OF COMPANY: _____

VENDOR QUESTIONNAIRE - SUPPLEMENT TO BID SHEET
(Continued)

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

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

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

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
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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****VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)**
(SHELTERED MARKET)

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. BROWARD COUNTY RESERVES THE RIGHT TO BE THE SOLE JUDGE OF WHAT IS EQUAL AND ACCEPTABLE. BIDS WHICH DO NOT COMPLY WITH THESE REQUIREMENTS ARE SUBJECT TO REJECTION.
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1. REQUIREMENTS FOR VIDEO CONFERENCING SYSTEM (ITEM 1)**Audio**

At Least 2 channels of 22 kHz
 Audio Error Correction
 Multiple audio inputs
 Audio inputs to support at least: digital microphone arrays (max. 2), an aux input, PC input and VCR/DVD input.

Video

720p resolution @t 30 frames per second or Higher.
 720p (1- 2 Mbps)
 4CIF/4SIF (256 – 1 Mbps)
 HD resolution Camera – capable of at least 720p Resolution
 16:9 aspect ratio
 72 degree field of view
 270+ degree panning radius
 Lost Packet Recover (LPR)
 Activates automatically and only when needed
 Dual Monitor Emulation • Most efficient use of a single display
 View near and far video windows at the same time
 Alternate layout views supporting near end, far end and content in native aspect ratio and resolutions
 DVD/VCR Connection
 Ability to see both the speaker and the DVD/VCR image
 Additional HD Capable Video Source
 DVI-I input

Content Sharing (External Source)

H.239
 Dual images allows far end to see presentation and speaker at the same time
 One touch sharing directly from keypad
 Speaker and Other Source Receive
 Speaker and Other Source Send (optional)
 Adjustable Bandwidth for Content
 Ability to choose the bandwidth to dedicate to source or Speaker
 include Selection of 90% Content/ 10% People; 50% Content/ 50% People; 10% Content/ 90% People
 Automatically adjust bandwidth allocation up to the percent selected when sharing content
 User adjustable can be accessed during and outside of a call

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

1. REQUIREMENTS FOR VIDEO CONFERENCING SYSTEM (ITEM 1) (Continued)

User Interface

Intuitive icons
Custom naming of icons

Platform Versatility

Internal Multipoint support (Software or Hardware)
Ability to adding sites during a call
Support of at least 4 video sites in a single conference with Secure FTP, Telnet and Web
Unit Control and Configurations can be accessed via web-browser as well as secure telnet and ftp access via SSH for secure system administration and application connectivity
Advanced Encryption Standard (AES)
Authentication by the National Institutes of Standards means it's credible
H.460 NAT/Firewall Traversal • Standards compliance for traversing NATs and Firewalls
Video Border Proxy (VBP) is only needed at the central location and all systems with H.460 can communicate through the single V2IU
Uses H.460.18 for signaling traversal and call establishment and H.460.19 for media traversal
IP (H.323, SIP), ISDN or Serial Connectivity
IP standard H.320
Supports UPnP and NAT for automatic setup of conferences conducted through firewalls
IP QoS services
Optional H.320 interface support for Quad BRI, PRI, or serial (V.35, RS-449 and RS-530)

Interoperability

Interoperates with other standards-based systems in the industry
Interoperability with legacy video conferencing systems using H.261 and G.711,

Documentation

Administrators Guide, User's Guide, Set up guide and Quick Tips
Searchable PDFs
Shipped with the system for easy access
Descriptions of system features and capabilities
Back panel diagrams of all systems with explanations of each connector
Instructions for using the web interface

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

1. REQUIREMENTS FOR VIDEO CONFERENCING SYSTEM (ITEM 1) (Continued)

Video Standards and Protocols

H.264, H.263++, H.261
H.239 / People+Source
H.263 & H.264 Video Error Concealment

People Video Resolution

720p, up to 30fps at 832 Kbps – 2 Mbps*
4SIF (704 x 480)/4CIF (704 x 576) at 256 Kbps-2 Mbps
SIF (352 x 240), CIF (352 x 288)
QSIF (176 x 120), QCIF (176 x 144)

Content Video Resolution

Up to 720p* or Higher
Input: SXGA (1280x1024), XGA (1024 x 768),
SVGA (800 x 600), VGA (640 x 480)
Output: XGA (1024x768), SVGA (800x600)

Camera

1280 x 720p CCD imager
12X optical zoom
72deg FOV at min zoom
+/- 100 deg pan range
+20/-30 deg tilt range
Output formats: SMPTE 296M 1280 x 720p, 50/60 FPS

Audio Standards and Protocols

Stereo Surround
22 kHz bandwidth
G.722.1
Annex C
7 kHz bandwidth with G.722, G.722.1
3.4 kHz bandwidth with G.711, G.728,
G.729A
Automatic Gain Control
Automatic Noise Suppression
Keyboard Noise Reduction
Live Music Mode
Instant Adaptation Echo Cancellation
Audio Error Correction

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

1. REQUIREMENTS FOR VIDEO CONFERENCING SYSTEM (ITEM 1) (Continued)

Other ITU-Supported Standards

H.221 communications
H.224/H.281 far-end camera control
H.323 Annex Q far-end camera control
H.225, H.245, H.241, H.331
H.239 dual stream
H.231 in multipoint calls
H.243 chair control
H.460 NAT/firewall traversal
BONDING, Mode 1

Network

IP
Interfaces
 2-port 10/100 auto NIC switch, RJ45 connectors
H.323 up to 4 Mbps
Packet Loss Recovery or Compensation
Reconfigurable MTU size (IP only)
RS232
 Camera control
 Data pass-through
 Audio mixer control
SIP up to 2 Mbps
H.320 (Optional)
 ISDN Quad BRI
 ISDN PRI T1 or E1
 Serial (RS449, V.35, RS 530) up to 2 Mbps
 Auto SPID detection and line number configuration

User Interface

Directory Services
System Management
 Web-based
 SNMP
CDR
International languages (17)
RSS 2000 integration with HDX remote control
USB Software Update

ATTACHMENT "A"
(Continued)

SPECIFICATIONS

VIDEO CONFERENCING SYSTEMS AND MAINTENANCE (REBID)
(SHELTERED MARKET)

1. REQUIREMENTS FOR VIDEO CONFERENCING SYSTEM (ITEM 1) (Continued)

Security

Secure Web
Secure Telnet
Security mode
Embedded AES FIPS 197, H.235V3 and
H.233/234
Secure password authentication

Options

People+Source
Multi Point for at least 4 sites
Network Interfaces Modules
Non-Operating Temperature: -40° -70° C
Non-Operating Humidity (Non-condensing):
10-90%

2. VIDEO CONFERENCING MEDIA CART (ITEM 2)

Mobile Metal Cart
Support and Mounting System for up to 50" Flat Panel Display
Adjustable Height Monitor Support
Minimum - 6 Outlet Power Distribution
Adjustable Shelves
Adjustable Height Camera Support Platform for Video Conferencing Unit
Heavy Duty Wheels with at least 2 Locking Casters
Full Cable Management

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION

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

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

 (Vendor Signature)

 (Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009,

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

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

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

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

NOTARY PUBLIC:

 (Signature)

 (Print Name)

My commission expires: _____

ATTACHMENT "C"

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

ATTACHMENT "C"
(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 "C"
(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.

IMPORTANT: You must also register as a vendor with Broward County Purchasing Division
On-Line: <http://www.co.broward.fl.us/Guests/pui00800.htm>

[illegible]

ATTACHMENT "C"
(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 "C"
(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 "C"
(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 "C"
(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 "C"
(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: _____