

Solicitation TEC2125067B1

Copiers, Cost-Per-Copy

Bid Designation: Public



Broward County Board of County Commissioners

Bid TEC2125067B1 Copiers, Cost-Per-Copy

Bid Number **TEC2125067B1**
Bid Title **Copiers, Cost-Per-Copy**

Bid Start Date **Sep 23, 2022 3:44:15 PM EDT**
Bid End Date **Oct 19, 2022 2:00:00 PM EDT**
Question & Answer
End Date **Oct 18, 2022 2:00:00 PM EDT**

Bid Contact **Maryann Berchiolli**
954-357-6284
mberchiolli@broward.org

Bid Contact **Leahann Licata**
954-357-6082
llicata@broward.org

Bid Contact **Angela Osorno-Belleme**
Purchasing Agent
Purchasing Division
954-357-6081
aosornobelleme@broward.org

Bid Contact **Vanessa Siedenburg**
Purchasing Agent
Purchasing
954-357-6963
VSiedenburg@broward.org

Contract Duration **5 years**

Contract Renewal **Not Applicable**

Prices Good for **120 days**

Pre-Bid Conference **Oct 5, 2022 1:00:00 PM EDT**
Attendance is optional
Location: Microsoft Teams meeting:

Join on your computer, mobile app or room device
Meeting ID: 251 982 157 010
Passcode: 8SdJCa

Or call in (audio only)
+1 754-900-8519,,248807710# United States, Fort Lauderdale
Phone Conference ID: 248 807 710#

Please "Mute" to limit background noise.

Bid Comments

Scope of Work : Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the Copiers, Cost-Per-Copy for the Broward County Enterprise Services Division and various other Broward County agencies that may have need of these services and products.

Goal Participation: This solicitation is open to the general marketplace; no goals apply. Responses will be reviewed for Procurement Preference. Refer to the Procurement Preferences form for additional information.

Group Award: This is a Group Bid. A bidder must bid on all items (TEC2125067B1-01-01 through TEC2125067B1-01-10) within the Group to be considered for award of the Group. Refer to Special Instructions to Vendors for additional information.

Bid Guaranty: Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount. Refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements for additional information.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Submittals: Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G, Supplier-to-Government for submittal instructions. It is the Vendor's sole responsibility to ensure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to-Government for technical assistance.

Added on Oct 3, 2022:

The Pre-Bid Meeting is scheduled for October 5, 2022 beginning at 1:00PM EDT.

The meeting will be held via Microsoft Teams:

Join on your computer, mobile app or room device

Meeting ID: 251 982 157 010

Passcode: 8SdJCa

Or call in (audio only)

+1 754-900-8519,,248807710# United States, Fort Lauderdale

Phone Conference ID: 248 807 710#

Please "Mute" to limit background noise.

Addendum # 1

Previous End Date	Oct 6, 2022 2:00:00 PM EDT	New End Date	Oct 19, 2022 2:00:00 PM EDT
Previous Q & A End Date	Oct 5, 2022 2:00:00 PM EDT	New Q & A End Date	Oct 18, 2022 2:00:00 PM EDT
Pre-Bid Conference Changes	Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.		

Addendum # 2

Pre-Bid Conference Changes	Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.		
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Item Response Form

Item **TEC2125067B1--01-01 - Group 1 - Copiers, Cost-Per-Copy : Item No. 1.1: Segment One: Black & White Copier
- 25 PPM**

Quantity **1436544 each**

Unit Price

Manufacturer:

Brand:

Model Number:

Copies Per Minute:

Delivery Location **Broward County Board of County
Commissioners**

IT0029
ENTERPRISE TECHNOLOGY SERVICES
1 NORTH UNIVERSITY DRIVE
PLANTATION FL 33324-2019
Qty 1436544

Description

Segment One: Black & White Copier as per Attachment "A" Specifications & Requirements.

Estimated Number of Copiers: 118

Copies Per Minute: 25 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter: 3,600)

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item **TEC2125067B1--01-02 - Group 1 - Copiers, Cost-Per-Copy : Item No. 1.2: Segment Two: Black & White Copier
- 45 PPM**

Quantity **2914164 each**

Unit Price

Manufacturer:

Brand:

Model Number:

Copies Per Minute:

Delivery Location **Broward County Board of County
Commissioners**

IT0029
ENTERPRISE TECHNOLOGY SERVICES
1 NORTH UNIVERSITY DRIVE
PLANTATION FL 33324-2019
Qty 2914164

Description

Segment Two: Black & White Copier as per Attachment "A" Specifications & Requirements.

Estimated Number of Copiers: 107

Copies per Minute: 45 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter: 4,700)

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-03 - Group 1 - Copiers, Cost-Per-Copy : Item No. 1.3: Segment Three: Black & White Copier - 55 PPM
Quantity	3264936 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 3264936

Description

Segment Three : Black & White Copier as per Attachment "A" Specifications & Requirements.

Estimated Number of Copiers: 43

Copies per Minute: 55 PPM (Minimum)

Minimum Billable Impression Allowance per Quarter: 7,500

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-04 - Group 1 - Copiers, Cost-Per-Copy : Item No. 2.4.1: Segment Four: Color Copier - 35 PPM (B/W copies)
Quantity	490560 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 490560

Description

Segment Four: Color Copier as per Attachment "A" Specifications & Requirements.

2.4.1: Enter Cost-Per-Copy to print Black and White (B/W) Copies on this Color Copier

Copies per Minute: 35 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter B/W: 3,600)

Note: Estimated Number of Copiers is 39 (pricing is requested separately on lines 2.4.1 (B/W) and 2.4.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-05 - Group 1 - Copiers, Cost-Per-Copy : Item No. 2.4.2: Segment Four: Color Copier - 35 PPM (Color copies)
Quantity	646356 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 646356

Description

Segment Four : Color Copier as per Attachment "A" Specifications & Requirements.

2.4.2: Enter Cost-Per-Copy to print Color Copies on this Color Copier

Copies per Minute: 35 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter Color: 2,500)

Note: Estimated Number of Copiers is 39 (pricing is requested separately on lines 2.4.1 (B/W) and 2.4.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-06 - Group 1 - Copiers, Cost-Per-Copy : Item No. 3.5.1: Segment Five - Color Copier - 45 PPM (B/W copies)
Quantity	1588764 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 1588764

Description

Segment Five: Color Copier as per Attachment "A" Specifications & Requirements.

3.5.1: Enter Cost-Per-Copy to print Black and White (B/W) Copies on this Color Copier

Copies per Minute: 45 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter B/W: 3,500)

Note: Estimated Number of Copiers is 83 (pricing is requested separately on lines 3.5.1 (B/W) and 3.5.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-07 - Group 1 - Copiers, Cost-Per-Copy : Item No. 3.5.2: Segment Five - Color Copier - 45 PPM (Color copies)
Quantity	3059004 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners
	<u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 3059004

Description

Segment Five : Color Copier as per Attachment "A" Specifications & Requirements.

3.5.2: Enter Cost-Per-Copy to print Color Copies on this Color Copier

Copies per Minute: 45 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter Color: 5,200)

Note: Estimated Number of Copiers is 83 (pricing is requested separately on lines 3.5.1 (B/W) and 3.5.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-08 - Group 1 - Copiers, Cost-Per-Copy : Item No. 4.6.1: Segment Six - Color Copier - 55 PPM (B/W copies)
Quantity	1026084 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners
	<u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE

PLANTATION FL 33324-2019

Qty 1026084

Description

Segment Six : Color Copier as per Attachment "A" Specifications & Requirements.

4.6.1: Enter Cost-Per-Copy to print Black and White (B/W) Copies on this Color Copier

Copies per Minute: 55 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter B/W: 6,000)

Note: Estimated Number of Copiers is 13 (pricing is requested separately on lines 4.6.1 (B/W) and 4.6.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-09 - Group 1 - Copiers, Cost-Per-Copy : Item No. 4.6.2: Segment Six - Color Copier - 55 PPM (Color copies)
Quantity	769728 each
Unit Price	<input type="text"/>
Manufacturer:	<input type="text"/>
Brand:	<input type="text"/>
Model Number:	<input type="text"/>
Copies Per Minute:	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>IT0029</u> ENTERPRISE TECHNOLOGY SERVICES 1 NORTH UNIVERSITY DRIVE PLANTATION FL 33324-2019 Qty 769728

Description

Segment Six : Color Copier as per Attachment "A" Specifications & Requirements.

4.6.2: Enter Cost-Per-Copy to print Color Copies on this Color Copier

Copies per Minute: 55 PPM (Minimum)

(Minimum Billable Impression Allowance per Quarter Color: 9,250)

Note: Estimated Number of Copiers is 13 (pricing is requested separately on lines 4.6.1 (B/W) and 4.6.2 (Color) for B/W and Color copies.

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

Item	TEC2125067B1--01-10 - Group 1 - Copiers, Cost-Per-Copy : Item No. 5: Segment Seven - Percentage Discount Off List
Quantity	1 each
Unit Price	<input type="text"/>
a. Enter Discount Percent (%) Offered	<input type="text"/>
b. Calculate using this formula: \$20,000-(%*\$20,000)=\$_____	<input type="text"/>
c. Enter the result to	<input type="text"/>

the calculation in "b."
in the Unit Price
section

Delivery Location

**Broward County Board of County
Commissioners**

IT0029

ENTERPRISE TECHNOLOGY SERVICES

1 NORTH UNIVERSITY DRIVE

PLANTATION FL 33324-2019

Qty 1

Description

Segment Seven : Balance of Line. Provide Fixed Percentage Discount off Manufacturer's Suggested Retail Price List (MSRP) at time of purchase for optional items not specified in this bid.

Estimated Annual Value: \$20,000

a. Enter Discount Percent (%) Offered

b. Calculate using this formula: $\$20,000 - (\% \times \$20,000) = \$$ _____

c. Enter the result to the calculation in "b." in the Unit Price section for this line item.

See Attachment "A" Specifications Section B.4 Segment 7: Balance of Line for additional information.

Example: If your offered discount is 20%, then the calculation would be: \$20,000 minus (20% multiplied by \$20,000) = \$16,000

(20% X \$20,000 = \$4,000; \$20,000 minus \$4,000 = \$16,000). In this sample the dollar amount to be entered in the "Unit Price" section is: \$16,000

Note: Price submitted must be inclusive of all costs - Refer to Attachment "A" Specifications & Requirements for additional information.

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

COPIERS, COST-PER-COPY

ITEM NUMBER	ESTIMATED ANNUAL QUANTITY	DESCRIPTION
		Commodity Code No. 98526
1		<u>Segments One (1) through Three (3) Black and White as per Attachment "A", Specifications. Estimated Number of Copiers: 268</u>
1.1	1,436,544	<u>Segment One:</u> Black & White Copier Estimated Number of Copiers: 118 Copies per Minute: 25PPM Minimum Billable Impression Allowance per Quarter: 3,600
1.2	2,914,164	<u>Segment Two:</u> Black & White Copier Estimated Number of Copiers: 107 Copies per Minute: 45PPM Minimum Billable Impression Allowance per Quarter: 4,700
1.3	3,264,936	<u>Segment Three:</u> Black & White Copier Estimated Number of Copiers: 43 Copies per Minute: 55PPM Minimum Billable Impression Allowance per Quarter: 7,500
2		<u>Segment Four: Color Copiers, as per Attachment "A" Specifications, Estimated Number of Copiers: 39 Copies per Minute: 35PPM Minimum Billable Impression Allowance per Quarter B/W: 3,600 Minimum Billable Impression Allowance per Quarter Color: 2,500</u>
2.4.1	490,560	<u>Segment Four:</u> Cost-per-Copy for Black and White Copies
2.4.2	646,356	<u>Segment Four:</u> Cost-per-Copy for Color Copies
3		<u>Segment Five: Color Copiers, as per Attachment "A" Specifications, Estimated Number of Copiers: 83 Copies per Minute: 45PPM Minimum Billable Impression Allowance per Quarter B/W: 3,500 Minimum Billable Impression Allowance per Quarter Color: 5,200</u>
3.5.1	1,588,764	<u>Segment Five:</u> Cost-per-Copy for Black and White Copies
3.5.2	3,059,004	<u>Segment Five:</u> Cost-per-Copy for Color Copies

4		<p><u>Segment Six</u>: Color Copiers, as per Attachment "A" Specifications, Estimated Number of Copiers: 13 Copies per Minute: 55PPM Minimum Billable Impression Allowance per Quarter B/W: 6,000 Minimum Billable Impression Allowance per Quarter Color: 9,250</p>
4.6.1	1,026,084	<p><u>Segment Six</u>: Cost-per-Copy Black and White Copies</p>
4.6.2	769,728	<p><u>Segment Six</u>: Cost-per-Copy Color Copies</p>
5	<p>Estimated Value \$20,000</p>	<p><u>Segment Seven</u>: Balance of Line. Provide Fixed Percentage Discount off Manufacturer's Suggested Retail Price List (MSRP) at time of purchase for optional items no specified in this bid. Estimated annual value is \$20,000 To calculate: Determine Discount % Offered. Calculate using this formula: \$20,000-(%*\$20,000). Enter discount price into the Unit Price section in Periscope for Item No. TEC2125067B1--01-10</p>

A. BACKGROUND INFORMATION

A.1 SCOPE:

The purpose and intent of this bid is to secure pricing and establish a five-year contract for providing copier equipment on a Cost-Per-Copy basis for various Broward County Agencies. The County seeks to control costs and promote efficient operations by providing County agencies with the latest copier equipment and technology. Vendor must fully commit to the Cost-Per-Copy program to promote efficient operations. This is a group bid. A vendor must bid on all items (TEC2125067B1-01-01 - TEC2125067B1-01-10) within the group for consideration of award. Vendor is to indicate “no charge” for those items identified as no additional charge.

Successful Vendor shall be responsible for providing equipment that produces quality product, works with minimum downtime, and remains properly serviced.

Other eligible governmental entities within the State of Florida (each an “Eligible Purchaser”), may purchase goods or services under the terms and conditions of this Agreement, provided that such Eligible Purchaser is solely obligated and responsible for all payment and performance with respect to such purchased goods or services and shall separately execute an appropriate ordering document, which ordering document shall not be binding in any way upon the County and shall have no effect upon the performance, duration, or enforcement of this Agreement.

A.2 DELIVERY:

Delivery for all services and products will be FOB Destination, freight included and inclusive of all costs, to various County locations within Broward County, Florida. Additions and deletions of locations may occur throughout the award period.

Successful Vendor will be responsible at no additional cost to the County for copier installation, set-up, training for each Agency on the Cost-Per-Copy program, and pickup of the copier at termination of contract.

A.3 BROWARD COUNTY AGENCY LOCATIONS:

See Exhibit "B."

A.4 COPIER SIZES AND CURRENT STATISTICS:

The volume quantities specified in this bid are only estimates and provided to indicate potential usage for the purpose of price calculation. Quantities do not indicate the actual number of copies, since such volume may increase or decrease and may be beyond the control of County.

County has endeavored to correctly identify all copier equipment, however, there is no guarantee that a specified number of copiers shall set a minimum quantity. Balance of Line utilizes an estimated threshold with no guarantee of actual use.

Agencies may request additional copiers at various locations throughout the award period. It shall be the responsibility of the vendor to evaluate the needs of any County agency location and determine in good faith the appropriate segment of equipment needed. Review the segment information in B.4 as a guideline for added locations.

A.5 DEFINITIONS:

The following definitions are applicable to this solicitation and the award period:

NEW EQUIPMENT means equipment directly from the manufacturing production line, containing only new parts, operated only by the manufacturer for testing purposes, and displaying a copy meter count of less than 1,000.

STANDARD OUTLET means a socket supplying 120 volts alternating current (VAC) of the type found in the United States, requiring a three prong plug for electrical and grounding purposes.

ENERGY STAR means the program run by the US Environmental Protection Agency and US Department of Energy for the promotion of energy efficiency.

County has an estimated four hundred six (406) copiers presently in service with additional requests pending contract award. The awarded vendor will replace current copiers at each County location with a similar multi-copy, multi-function copier. Reported yearly volume estimates indicate sixteen million five-hundred thousand (16,500,000) copies per year. Estimated number of copiers needed by segment and estimated volume is as follows:

Segments	No. of Copiers	Estimated Annual Volume	Page Per Minute (PPM)
1	118	1,436,544	25 minimum
2	107	2,914,164	45 minimum
3	43	3,264,936	55 minimum
4	39	490,560 B/W 646,356 Color	35 B/W minimum 35 Color minimum
5	83	1,588,764 B/W 3059004 Color	45 B/W minimum 45 Color minimum
6	13	1,026,084 B/W 769,728 Color	55 B/W minimum 55 Color minimum

Note: The information compiled represents the estimated usage from County Agencies based on average monthly use between November 2017 through April 2022.

B. EQUIPMENT

B.1 COPIER SIZES:

County in conjunction with the Vendor shall endeavor to ensure placement of new copiers relates to an evaluation of the Agency business needs. The existing size and speed of the copier at each County location is the benchmark for recommendation of proper sizing. The using agency shall have the option to upgrade or downgrade the initial model recommendation. After the transition period, if there is overuse/under use for two consecutive quarters at any location, then the vendor, or using agency may request in writing, a more suitable volume copier.

B.2 ENVIRONMENTALLY PREFERABLE SPECIFICATIONS:

In accordance with Broward County Administrative Code, Chapter 21, Part III, 21.18, the following Specifications shall apply:

21.18 It is the policy of the County to purchase environmentally preferable goods and services when such purchases are cost effective and consistent with the County's operational needs. Using Agencies shall review specifications for the procurement of goods and services to ensure conformation to this policy. Environmentally preferable goods and services are those that:

- a. Are within the top twenty-five percent (25%) of energy efficiency as established by Energy Star certification or Federal Energy Management Program designation for comparable products.
- b. Meet the specifications of the United States Environmental Protection Agency for water efficiency and performance (i.e., WaterSense labeling criteria).
- c. Are included in the United States General Services Administration's Green Procurement Compilation; or
- d. Are otherwise consistent with the Federal Energy Management Program's Contracting for Efficiency: A Best Practices Guide for Energy-Efficient Product Procurement.

All copier equipment named in this bid must qualify for the ENERGY STAR® certification label.

B.3 EQUIPMENT CAPABILITIES:

GENERAL REQUIREMENTS (APPLICABLE TO ALL COPIERS)

All copier equipment provided shall, at a minimum, comply with all the following general requirements.

- a. The copier equipment shall be new equipment; shall be manufacturer's latest current production model and shall not exceed five (5) years of age during the life of the contract unless mutually agreed upon in writing by the using agency, Vendor, and County's Contract Administrator.
- b. No copier shall, at the time of installation, exceed 1,000 copies as evidenced by the copier's copy count meter.
- c. All copier equipment of this contract shall remain under the same manufacturer.
- d. Copiers shall require a lighten/darken contrast control available at the operator console panel.
- e. At a minimum, copier equipment shall copy to within 3/16 inch of the leading edge of paper and to within one-eighth inch of the remaining three edges.

- f. Copier equipment shall produce copies on transparencies and gummed labels.
- g. Copier equipment shall have a self-diagnostic system clearly indicating at the operator console, at a minimum of the following conditions:
 - (a) needs toner
 - (b) needs paper
 - (c) paper misfeed or jam
- h. Platens should be the stationary type and shall be a minimum of 11" x 17.
- i. Copier equipment provided shall have the capability to copy pages of bound documents (i.e., with cover partially open, enabling a bound document to physically flatten for select page copies).
- j. Copier equipment provided shall conform to the requirements of Underwriters Laboratories ("UL") Standard IEC 62368-1. Acceptable evidence of this requirement, provided to County upon request, may consist of UL label or listing a suitable test report from an independent laboratory.
- k. All copier equipment shall require a three (3) wire cord and ground conductor plug and shall operate with standard 120 VAC outlets. For copiers requiring non-standard outlets, Vendor shall provide specifications needed to the using agency.
- l. Vendor shall provide working surge protectors as required for the equipment at no cost to County. Surge protectors remain the property of the vendor. At no time shall the County be responsible for damages related to power surges or force majeure events including acts of God.
- m. Copier equipment provided under B.4 segments 1 through 3 must be ready to copy within 30 seconds from sleep/standby modes, copiers in segment 4 through 6 must be ready to copy within 60 seconds and all segments shall support the use of recycled paper.
- n. Standard configuration of all copiers shall by default, include enabling duplex printing, auto-on/off, and sleep mode features.
- o. Copier equipment provided to Agencies shall perform satisfactorily at any temperature between 50-degrees and 90-degrees Fahrenheit.
- p. Copier equipment provided to Agencies shall perform satisfactorily at any relative humidity between 15 and 85 percent.
- q. Copier equipment provided shall not contain asbestos or polychlorinated biphenyls (PCB's).

- r. Copier equipment provided shall include power, "ready mode" and "Sleep mode" indicators. This may be either a special "power on" light or an appropriate indicator on the control panel.
- s. At a minimum, copiers shall have enlargement mode up to 121 percent.
- t. Copier equipment provided shall have a minimum of two (2) reduction modes; one of 64 +/- 3 percent the size of the original and one of 75 +/- 4 percent the size of the original. "Zoom" type continuous reduction is acceptable using specific settings for these two modes.
- u. Each location shall have access to an operator's manual, either in paper form or available through a web portal.
- v. Document feeder speed must be as fast, or faster than copy speed.
- w. Main paper tray paper sizing must be adjustable by end-user.
- x. Copier equipment must have a touch screen operator console panel.
- y. Scan and fax capability excluded from Cost-Per-Copy prices. The Price-Per-Copy charges apply specifically to the reproduction of a physical piece of paper.
- z. All copier equipment shall carry the same characteristics across the segments using the same generational model family of matching color and general design.

B.4 EQUIPMENT SPECIFIC REQUIREMENTS:

SEGMENT 1: Black/White Copier

Copies per minute: 25 Minimum

Minimum Requirements: Zoom/Reduce, two (2) 500 Sheet Tray Drawers, Electronic Sorter, Automatic Document Feeder (50 Sheet), Automatic Duplex, Stand, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2 Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax Capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 1,014 B/W copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-01.

SEGMENT 2: Black/White Copier

Copies per minute: 45 Minimum

Minimum Requirements: Zoom/Reduce, two (2) 500 Sheet Tray Drawer, Electronic Sorter, Automatic Document Feeder (75 Sheet), Automatic Duplex, Stand, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2

Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 2,269 B/W copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-02.

SEGMENT 3: Black/White Copier

Copies per minute: 55 Minimum

Minimum Requirements: Zoom/Reduce, two (2) 500 Sheet Tray Drawers, Automatic Duplex, Automatic Document Feeder (75 Sheet) and Catch Tray, Staple Finisher, Stand, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2 Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax Capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 6,327 B/W copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-03.

SEGMENT 4: Color Copier

Copies per minute: 35 Minimum

Minimum Requirements: Zoom/Reduce, two (2) 500 Sheet Tray Drawers, Automatic Duplex, Automatic Document Feeder (75 Sheet) and Catch Tray, Staple Finisher, Stand, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2 Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax Capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 1,048 B/W copies per month for a new location guideline.

Average 1,487 Color copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-04.

SEGMENT 5: Color Copier

Copies per minute: 45 Minimum

Minimum Requirements: Zoom/Reduce, three (3) 500 Sheet Tray Drawers, Automatic Duplex, Automatic Document Feeder (75 Sheet) and Catch Tray, Staple Finisher, Stand, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2 Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax Capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 1,595 B/W copies per month for a new location guideline.

Average 3,071 Color copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-05.

SEGMENT 6: Color Copier

Copies per minute: 55 Minimum

Minimum Requirements: Zoom/Reduce, three (3) 500 Sheet Tray Drawers, Automatic Duplex, Automatic Document Feeder (75 Sheet) and Catch Tray, Staple Finisher, Stand, 3-Hole Punch Feature, 10/100/1000 Ethernet, IEEE802.1X, Universal Serial Bus (USB) 2.0, Lightweight Directory Access Protocol (LDAP) Authentication over SSL/TLS, Scanning Feature, 300GB Hard Disk with FIPS 140-2 Encryption and Hard Disk Drive (HDD) Overwrite. Optional support of 802.11b/g/n/ax, Fax Capable, Bluetooth, and PIN or Card Reader Security Hold for Print.

Average 6,250 B/W copies per month for a new location guideline.

Average 4,887 Color copies per month for a new location guideline.

Proposed Copier Information (i.e. Manufacturer, Brand, Model Number, Copies per Minute) is to be entered into Periscope for Item No. TEC2125067B1--01-06.

SEGMENT 7: Balance of Line

Vendor copier accessories as related to Segments 1-6. For purchase of options to enhance the copier functionality as designed. Balance of Line includes hardware, software, support services at a fixed discount derived from the vendor's nationally published MSRP list of goods and services.

For Segment 7, Balance of Line Optional Items:

- 1) Catalog/Published Price List:
As part of this award, Vendor MUST provide a publicly available web URL of their current Catalog providing Manufacturer Suggested Retail Price (MSRP) List. The Price List must clearly indicate:
 - a. The Catalog Number (part number) or Published Price List Number
 - b. The Effective Date
 - c. The List Price column

2) Single Fixed % Discount-from-List:

The Vendor must indicate one (1), single fixed percent discount. This discount shall reflect the deduction from Vendor's Published List Price at time of purchase as indicated in the Catalog/Price List. The discount offered shall remain firm throughout the term of the contract.

B.5 OPTIONS:

Any future segment upgrade models offered by the Vendor shall be at no additional cost.

B.6 INTRODUCTION OF NEW COPIER(S):

At any time during the contract period, should the manufacturer introduce new or improved copier model(s) as replacement for model(s) initially placed under this contract, the vendor may allow substitution of such model(s). Any newly proposed copier model(s) must be in current production, of equal or greater capability of the current model and meet all other contract General and Specific Copier Requirements.

B.7 OWNERSHIP OF COPIERS:

Title to equipment provided under this contract shall remain with the Vendor. All accessories furnished by the Vendor shall accompany the equipment when returned to the Vendor.

a. While on County premises, the Vendor shall assume all responsibility for loss or damage to copiers except for loss or damage resulting from negligence or willful act by the County.

b. If damage or loss occurs to the installed equipment because of negligence or willful act by the County, reimbursement will be as follows: The Vendor shall submit an invoice, and a written damage or loss evaluation claim to the County's Contract Administrator for approval. Except for total loss, the Vendor will invoice the County at the Vendor's lowest current manufacturer's price list rates for parts. There shall be no charge to County for labor.

B.8 SERIAL NUMBERS:

Each copier shall have the manufacturer's serial number, or asset identification number (Machine ID) permanently and legibly stamped or affixed on a major component in a readily accessible location, readable by the Agency. This shall accompany the manufacturer's name or trademark, and model number of machine.

B.9 COPIER PERFORMANCE:

All copiers supplied under this contract shall function properly when using manufacturer recommended paper types and sizes, and shall produce legible, dry flat, non-smudgeable copies in a trouble-free manner.

County routinely uses various grades of bond paper, i.e., plain bond, dual purpose and xerographic in recycled content and virgin papers.

B.10 DISCONTINUANCE OF SERVICE:

For copiers no longer in use at any individual site or location, copier service shall discontinue at any time during the term of the contract, with thirty (30) days' written notice to the Vendor by the using agency. The written request to the vendor begins the process and the Agency bears the responsibility to notify the Vendor in writing.

The using agency's contact will arrange pickup by the Vendor during County's normal working business hours, as mutually agreed. The vendor shall be responsible for coordinating with the using agency's contact for the actual removal of the copier. Removal

of copiers will be at the vendor's expense and at no cost to the County.

Discontinuance of copier service may occur on shorter notice than specified above or extended when agreed to by the Vendor. A discontinuance notification will contain the following information:

- a. Copier location by agency activity, building and room number.
- b. Copier model and serial number
- c. Meter reading
- d. Date copier will be available for removal
- e. Budget information

C. VENDOR RESPONSIBILITIES

C.1 GENERAL SURVEY AND INSTALLATION:

When vendor receives notice of award for this contract, they shall immediately begin general survey tasks with each using agency's contact, to obtain each location's requirements. County agency locations and contacts are available by request.

Based on specific using agency hours, programming of all copiers shall turn on during business hours and turn off during non-business hours and, programmed with a twenty (20) minute idle time before going into power save mode. Business hours will be determined by the using agency.

At a minimum, programming of all copiers shall include Federal Information Processing Standard (FIPS) 140-2 hard drive encryption with an overwrite (or deletion) of the hard drive to occur at a minimum of every fourteen (14) calendar days.

For network enabled copier installations, vendor will schedule with the County's Enterprise Technology Services ("ETS") Service Desk by calling (954) 357-8600 to coordinate the activation of a data port, enable SSL/TLS Lightweight Directory Active Protocol ("LDAP") over SSL services and assistance with Internet Protocol ("IP") reservation for creation of a print queue. Vendor will supply ETS with print drivers (or a link for downloading) to support Printer Control Language (PCL) and postscript (PS) printing.

The Water and Wastewater Services Division, and the Aviation Department shall provide specific site instructions for network enabled connectivity. After the Vendor completes the general survey, the Vendor shall give the agency contact all information necessary to complete a service request form.

The using agency's director, or delegate shall sign the completed general survey request form including complete delivery information, copier/model number and options, time when open for delivery, location, contact person, and account chart field numbers. When complete, the vendor shall receive the survey request form to process the order entry.

To cause the least amount of interruption for the using agencies when receiving the new copiers, the Vendor should be prepared to do the initial installation, training, and issue required consumables for copier operation. Within thirty (30) calendar days following installation, the Vendor shall complete a courtesy survey at each using agency to ensure equipment is operational and functional and staff is fully trained. Vendor shall provide all

materials, labor, tools, transportation, and handling, and other facilities necessary for the furnishing, delivery, assembly, plus inspection before and after installation of all equipment specified herein.

Vendor shall be responsible for all material(s) shipped prior to and during installation. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the using agency is the responsibility of the Vendor.

During performance of the installation, the Vendor shall keep the premises free from accumulation of waste materials, or rubbish, as well as the tools, installation equipment, machinery, and surplus materials during the process of the work and until completion thereof. The Vendor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. The County may assign the cost of removal to the vendor for any leftover accumulations of waste materials, or trash removed.

C.2 TRANSITION PERIOD:

County has approximately five hundred (406) copiers at various locations under the current cost-per-copy contract. The transition period begins upon receipt of thirty-days (30) written notice, or date of award, whichever is later.

The Vendor shall assist the using agencies in coordinating the preparation and removal of existing copiers, in a sequence that ensures using agency will not be without a working copier at any time.

C.3 TESTING:

All equipment provided shall complete testing by the Vendor before and at the time of installation in compliance with manufacturer's recommendations. For network enabled copier installations, Vendor shall provide the using agency with the network printer name and complete at a minimum one (1) user print test for network printing.

C.4 TRAINING:

The Vendor shall provide training for key operators, up to ten (10) employees per session, on-site at each copier location on the following basis:

- a. The Vendor shall provide key operator training for designated County personnel within two (2) business days of copier installation. Training shall include, but not limited to, changing toner and paper, clearing minor paper jams, and keeping equipment clean. The using agency and Vendor shall coordinate a mutually agreed upon training schedule in a "Train the Trainer" format so using agencies may educate office staff on basic functionality of the copier.
- b. Key operators must also become familiar with the process necessary to request service and have local or toll-free phone numbers for services. Vendor shall provide a local vendor representative's contact for billing or service questions.
- c. The using agency may request additional training from the vendor as needed to maintain a pool of qualified copier key operators. The Vendor shall conduct requested training at no additional cost to the County.

C.5 METER CARD REQUIREMENTS:

Vendor shall utilize electronic meter reading via the internet to export meter readings for billing purposes and the Vendor will manage the meter card program. Vendor personnel will be responsible for taking meter readings on a regular schedule once per quarter for each copier location. For locations where the vendor has a need to physically record the meter reading, County personnel shall provide an escort in and out of the location. (See **Section "D"** for accounting information)

Vendor shall provide the Agency with Quarterly copy volumes for each copier at the location. Each meter card or electronic report shall contain the following data:

- Machine serial number
- Meter reading
- "Unusable copies" count
- Number of copies used during service calls
- Authorized key operator signature

Vendor shall provide the using agency with a copy of the meter card at the time of the report for the using agency's file, per each using agency's procedures.

C.6 QUARTERLY REPORT:

The Vendor shall maintain an inventory record that identifies all equipment delivered and services performed under this contract. Upon written request, the using agency may request all records associated for a named copier, itemized with the following information:

- a. Make, model, and serial number of all installed equipment.
- b. Record of preventative and remedial maintenance performed for each copier, including all service related and reimbursable copier credits.
- c. Net volume of copies produced by each copier.
- d. Any copier or option changes made.

In the quarterly report to the using agency, the Vendor may opt to suggest any changes of copier due to over-usage or under-usage based on the number of copies used during two consecutive quarters.

Reporting shall be available to the County's Accounting Division and each using agency within ten (10) calendar days after the end of each contract quarter. The first month of the contract quarter begins with the first month of the award date.

In addition to the using agency report, a consolidated copy volume report including all using agencies and any eligible governmental entities within the State of Florida (each an "Eligible Purchaser"), shall be available upon request to County's Enterprise Technology Services division, County's Contract Administrator, and County's Accounting Division.

C.7 YEARLY REPORT:

On the anniversary date for each year of the contract period, vendor shall prepare an annual use report upon request by the County's Enterprise Technology Services Division or County's Contract Administrator. Items for the report include:

- a. Customer Satisfaction Survey - the Vendor shall conduct a customer satisfaction survey for all copier locations, including any eligible governmental entities within the State of Florida (each an "Eligible Purchaser") agencies.
- b. A consolidated report for the County's Contract Administrator including total volume by using agency including any Eligible Purchaser participants in this contract.

C.8 MAINTENANCE/REPAIRS/PARTS:

The responsibility for maintaining copier equipment furnished under this contract shall be solely that of the Vendor.

Cost-per-copy price shall include all maintenance, parts and labor costs, and all supplies including but not limited to staples and any finishing supplies for high-end copiers except paper. Vendor shall provide additional consumable stock items as requested in writing by the using Agency.

The Vendor shall perform preventive maintenance service on the copier equipment as recommended by the equipment's manufacturer, but no less than once per copier/per year.

Vendor shall render remedial maintenance service to correct copier equipment malfunctions on an as-needed basis as requested by the using agency, and as otherwise determined by the Vendor.

The business work hours of various agencies (i.e., Aviation, 911 Centers, Medical Examiner, Port Everglades) vary, and operate twenty-four (24) hours per day. In advance, vendor shall provide quotations through balance of line for any additional costs related to after-hours support. Vendor shall inform agencies of any additional costs associated with service requests outside the normal business working hours and only provide after-hours services upon written approval by the using agency.

The Vendor agrees to store spare parts and equipment in an accessible local area location to ensure prompt repair of the equipment. The County will not provide storage space for parts and equipment.

Orders for remedial maintenance and additional consumable supplies required (except paper) may consist of verbal, email, web entry, or fax request. The using agency's contact will provide to the Vendor a list of persons authorized to place orders for service and supplies furnished under the contract. All replacement parts and toners must be original equipment from manufacturer. The Vendor will receive written notification of any changes made to the using agency's authorized contact personnel list during the terms of the contract.

C.09 RESPONSE TIME FOR REPAIRS:

Vendor shall make every effort to keep equipment well maintained so that there is no downtime.

In the event of needed repairs or assistance during normal business working hours of 8:30 am to 5:00 pm EST, Monday through Friday, excluding County holidays, response time shall be:

For all copier segments, the Vendor shall respond on-site within four (4) business hours upon notification of malfunction and carry the necessary tools and parts to perform corrective maintenance. Both the using agency and Vendor must verify the time when the service request commenced via a prearranged contact process. and when Vendor's service personnel arrive on-site.

C.10 CREDIT:

If the Vendor does not arrive on-site within the time specified in paragraph C.09, the vendor shall issue a \$25.00 credit to the using agency's next quarterly invoice.

C.11 LOANER:

Upon determination that a copier will be out of service for eight (8) business hours or longer, the Vendor shall immediately provide a comparable or better loaner machine. If a loaner is not available or delivered within twenty-four (24) business hours, Vendor shall issue a \$50.00 credit for each business day after the twenty-four (24) business hours have passed that leaves the using agency without service. It will be the Vendor's responsibility to provide the using agency contact the serial number, model number, and location of the "Loaner" copier.

C.12 REPLACEMENT:

The Vendor shall provide replacement copiers or added features when copiers meet the following criteria: (See C.13 Excessive Equipment Failure)

- a. Copier exceeds four (4) service calls in a thirty (30) day period and/or an aggregate of ten (10) services calls over a ten (10) month calendar period as defined in C.13.
- b. Volume usage exceeds performance of copier in service, over two (2) consecutive quarters.
- c. Using agency's needs require additional features not available on the existing copier. Volume of copies should support the replacement copier.
- d. More advanced technology becomes available and upon mutual agreement between the Vendor and County's Contract Administrator, is necessary for using agency's business. The Vendor shall work with the using agency to help determine technology best suited for each using agency needs.

NOTE: Replacements and/or upgrades may occur once per year by the Vendor except as noted in C.13 below; determined by counting the calendar days from the installation date of existing copier. Except for equipment failure as noted in C.13 below, the Vendor retains the right to withhold the upgrading of equipment during the last twelve (12) months of the contract.

C.13 EXCESSIVE EQUIPMENT FAILURE:

All equipment furnished under this contract shall perform satisfactorily without continually requiring remedial maintenance.

Failure to perform satisfactorily:

Equipment malfunctions (either recurring problem, and/or different problems), creating an outage of functional readiness caused through no fault or negligence of the County, resulting in four (4) separate requests for maintenance or repair for the same piece of equipment within a thirty (30) consecutive day period or an aggregate of ten (10) service calls over a ten (10) months calendar period.

Failure to perform satisfactorily, based on this provision, will be determined without regard to the equipment's average effectiveness level computation. There shall be no limit for replacements due to excessive equipment failure.

C.14 SERVICE TECHNICIANS:

The Vendor shall have sufficient trained technicians available to maintain the four-hour (business hours) response time for repairs and/or assistance. List all factory trained technicians on the Vendor Questionnaire. Vendor must maintain certification levels required to engage the manufacturer's technical resource for problems that are beyond the ability of the Vendor's staff. Such assistance shall be available upon twenty-four (24) hours' notice.

C.15 SUBSTITUTION OF VENDOR'S SERVICE TECHNICIANS:

- a. The Vendor agrees to assign qualified personnel necessary to fill the requirements of the contract.
- b. High security locations may require written notification in advance of any substitution personnel, (i.e.: Aviation, Port Everglades, Courthouse). New personnel shall possess the proper clearances prior to scheduling services in highly secured areas.

C.16 SECURITY:

As required, all service personnel shall wear vendor issued identification badges always while on County property. The badge shall contain photo, name, and company name.

This contract requires the vendor to obtain and display Vendor identification badges for personnel associated with this contract. The County provides an escort when required by any using agency. Various locations require additional security requirements and certifications before coming onto County property.

C.17 ACCOUNT MANAGER:

Vendor shall designate an Account Manager empowered to make decisions ensuring the performance of contract implementation, day-to-day operation, and serving as point of contact for the County. The Vendor's Account Manager shall review with the County's Contract Administrator upon request at least once quarterly, the contract and any current events in the industry impacting the serviceability of the contract.

Vendors must indicate on the Vendor Questionnaire, the name and phone number of the Account Manager assigned as Broward County's representative for requesting equipment, training, or resolving any issues with equipment and/or billing.

C.18 SUPPLY INVENTORY:

The vendor shall provide each copier site with enough consumable supplies (except paper) to operate the equipment for a minimum of thirty (30) days. The County shall not be responsible for the Vendor inventory until received and signed for by the using Agency contact or their designee.

C.19 ADDITIONAL SUPPLY ORDERS:

At no additional cost to the County, the Vendor shall respond to verbal, email, web order, or faxed requests for additional consumable supplies needed prior to delivery of Vendor's regularly scheduled supply orders. The following conditions will apply:

- a. Orders for consumable supplies except paper accepted only from personnel included on the list of authorized personnel. Each using agency shall provide an authorized agency personnel listing of who may place orders.
- b. Orders shall state the location(s) and serial number(s) of the machine(s) for the requested supplies.

- c. The Vendor shall deliver consumable supplies to the designated copier site within a period of twenty-four business hours (24) upon receipt of verbal, email, web order, or faxed orders.
- d. Delivery of supplies by the Vendor shall occur during normal business hours, Monday through Friday (excluding County Holidays) from 8:30 a.m. through 5:00 p.m. as indicated by using agency.

C.20 PACKAGE/SUPPLIES IDENTIFICATION:

All packages shipped via common carrier must be clearly identifiable. The vendor must mark/stencil all shipping containers with the information described below:

- a. Name of using agency receiving shipment
- b. Description of contents
- c. Contract number
- d. Vendor's name and address
- e. Date shipped and expiration date

C.21 PACKAGING:

All shipments furnished under this contract shall use packaging in a manner to ensure prompt, intact delivery. At a minimum, this shall consist of the vendor's best commercial packaging.

C.22 NONPAYMENT FOR UNAUTHORIZED DELIVERIES:

No payments shall occur for unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Vendor of their own volition or, at the request of an individual not included on the Agency Authorized personnel list.

C.23 RELOCATION OF COPIERS:

During the contract term, copiers may require a deinstallation and move to a new office location. Therefore, the County reserves the right to relocate contract copiers under the following conditions:

- a. Relocation of copiers will be the responsibility of the Vendor.
- b. The County may opt to relocate any copier after initial installation by the Vendor at no additional cost to the County. If the same copier requires relocation again, there will be no additional cost to the County.
- c. The using Agency will notify the Vendor contact of all intended equipment moves within forty-eight (48) hours of each move. The using agency shall provide the new location information at the time of notification.

C.24 FORMS:

Vendor shall provide standard forms for use with this contract. Vendor shall supply a means for:

- a. Service Maintenance Request.
- b. Request for Supplies.
- c. All-inclusive credit memo for copiers, existing supplies, response time, unacceptable copies.
- d. Other as suggested.

C.25 REMOVAL UPON CONTRACT EXPIRATION:

Upon expiration of the contract period, including any renewal extensions, the Vendor will conduct a final copier cost-per-copy count. Vendor furnished copiers and unused supplies, require pickup from County property within two (2) days after new copier equipment is in place as per paragraph C.2.

D. COST ACCOUNTING INFORMATION

D.1 COST-PER-COPY:

The cost-per-copy price quoted in PeriscopeS2G shall include the following:

- a. Use of copy machine offered.
- b. All consumable copier supplies (excluding paper)
- c. All repairs and all replacement parts including drums.
- d. All necessary maintenance to keep copiers in good operating condition including preventative and remedial maintenance.
- e. Training for machine operators at the time of machine installation, and later as required.
- f. All accessories/options.
- g. All deliveries, installations and/or relocations.
- h. All removal and de-installations.
- i. All services, surveys and reports required as part of this bid.

D.2 PROPER INVOICE:

- a. Submission of the original invoice to:

Broward County Accounting Division
P.O. Box 14740, Fort Lauderdale, FL 33302-4740.

County will accept PDF invoices sent via electronic mail using the subject line "Invoice xxxxx Number."

To improve receipt of payment, the contractor may send copies as informational copies clearly marked to the using agency's contact person, or their designee and Accounting Division concurrently.

- b. To constitute a proper invoice, the invoice must include the following information documentation:

- (1) Name of the business concern and invoice date.
- (2) Service period, (to include beginning and ending dates).
- (3) Purchase order number, contract number, or other authorization for services.
- (4) Description, price, and quantity.
- (5) Complete mailing address for payment remittance.

- c. To assist the County in making timely payments, the vendor must furnish the following information, included on the invoice or as an attachment.

- (1) An itemized listing, by using agency, copier site (building) location, to include the following information for each copier billed:
 - a. Machine serial number.
 - b. Account (Budget) numbers.
 - c. Beginning and ending quarterly copy readings.
 - d. Total chargeable copies for the quarter.
 - e. Total cost-per-copy charge for the quarter.
 - f. Any adjustments/credits.
 - g. Location of copier equipment.
 - h. Agency contact name.
 - i. Equipment identification number (if applicable)
- (2) A separate summary listing for all agencies stating the lump sum payment due.

D.3 REIMBURSEMENT FOR UNACCEPTABLE COPIES:

Copier equipment has certain performance characteristics, i.e., paper jams, malfunctions which cause unacceptable copy quality, etc. These factors are not in the control of the copier operator and become a noticeable expense. When such problems become evident during this contract, the key operator of the copier shall notify the Vendor regarding the situation. The Vendor shall respond within the time specified for service calls (See section C.09. The using agency shall retain all copies which are unacceptable for proof of credit.

This provision does not cover defects in copy quality which are the result of operator errors (incorrect paper selection, operation of machine with insufficient toner, etc.). All copies produced during maintenance and/or repair work classify as unusable copies and shall not count as billable meter counts to the County.

Defective copies that will receive copy credit include but not limited to the following:

- a. Copies produced with partial or no image.
- b. Unevenly toned copies.
- c. Under-toned or over-toned copies due to machine malfunctions.
- d. Test copies made for equipment at time of installation.
- e. Copies made by vendor service personnel during scheduled and unscheduled maintenance.
- f. Additional copies made by the vendor or his representative of meter reading cards and all other correspondence relating to billing, credit copies, and other copies for the machine.
- g. Copies that will not receive credit are:
 1. Image density, and over and undertone copies caused by operator maladjustment of controls.
 2. Misalignment of original by operator.
 3. Any other copy that the County deems bad because of operator error.

D.4 ACCOUNTING REPRESENTATIVE:

The Vendor shall establish contact information for its Accounts Receivable department and County's Accounting Division, Accounts Payable/Vendor Relation section manager, for use with discussions on the procedures of invoice billing, and procedures for managing any discrepancies in billing. The Vendor and Accounting Division shall work together to insure prompt payment.

Vendor shall prepare and provide detailed quarterly invoices. Invoicing shall occur quarterly in arrears using established pricing. For invoices containing errors, the County will only issue payment for established pricing and copy usage for that quarter. Agencies will pay the greater of, minimum quarterly copies or usage count. The Vendor bears the responsibility to provide proof of accurate billing for discrepancies that arise.

D.5 ADDITIONAL CHARGES:

The County will **NOT** pay any additional charges for supplies, parts, replacement, relocations, or any other charges, except price-per-copy as specified in the contract.

D.6 ACCOUNTING PROCEDURES:

D.6.1 USING AGENCY:

- a. Provide a Service Request form as authorization to charge copy charges quarterly which will fluctuate.
- b. Verify copy charges and adjustments with notification to the Accounting Division and Vendor for corrections in the next billing.
- c. Provide the Vendor with account numbers for quarterly billing upon receipt of new copier(s).

D.6.2 VENDOR:

- a. Provide detail listing on machines with account numbers and amounts invoiced or any adjustments/credits by divisions. The Accounting Division shall receive notification of any replacement copier identification numbers.
- b. Forward the original copy of invoice to County's Accounting Division with a duplicate set to the using agency.

EXHIBIT "B"

LOCATIONS

ESTIMATED AVERAGE COPIES MONTHLY, AND PER ANNUM

COPIERS, COST-PER-COPY

SPEED	ADDRESS	OFFICE/DIVISION/AGENCY	Monthly B/W	Annual B/W	Monthly Color	Annual Color
SEGMENT ONE						
B/W 25PPM	1600 W HILLSBORO BEACH BLVD RM 130	N REGIONAL COURTHOUSE TEEN COURT	14	168	0	0
B/W 25PPM	3550 HOLLYWOOD BLVD	CLERK OF COURTS T&M SOUTH SATELLITE	43	516	0	0
B/W 25PPM	1249 SW 44TH TER	PUBLIC WORKS FACILITIES	48	576	0	0
B/W 25PPM	115 S ANDREWS AVE RM 119	FASD RECORDS TAXES & TREASURY	68	816	0	0
B/W 25PPM	115 S ANDREWS AVE RM 406	MOBILITY ADVANCEMENT PROGRAM	77	924	0	0
B/W 25PPM	21940 GRIFFIN RD	PARKS & REC EVERGLADES HOLIDAY	87	1044	0	0
B/W 25PPM	1801 NW 66TH AVE	FASD RECORDS TAXES & TREASURY TAG AGENCY	98	1176	0	0
B/W 25PPM	2101 EISENHOWER BLVD	PORT EVERGLADES PUBLIC WORKS	113	1356	0	0
B/W 25PPM	300 N PINE ISLAND RD	PUBLIC WORKS FACILITIES	113	1356	0	0
B/W 25PPM	7101 SW 205TH AVE	WASTE & RECYCLING SW LANDFILL	118	1416	0	0
B/W 25PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	136	1632	0	0
B/W 25PPM	5301 SW 31ST AVE SOUTH BLDG	MEDICAL EXAMINER	141	1692	0	0
B/W 25PPM	3700 NW 11TH PLACE	PARKS AND REC CENTRAL REGIONAL	145	1740	0	0
B/W 25PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION, MAIN LIBRARY	184	2208	0	0
B/W 25PPM	1 N UNIVERSITY DR STE 111	OFFICE OF THE INSPECTOR GENERAL	186	2232	0	0
B/W 25PPM	408 NE 4TH ST	HUMAN SERVICES DEPT COMMUNITY PARTNERSHIPS	193	2316	0	0
B/W 25PPM	2020 ELLER DR 7TH FL	PORT EVERGLADES OPERATIONS DIVISION	213	2556	0	0
B/W 25PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	223	2676	0	0
B/W 25PPM	960 NW 38TH ST	FASD PURCHASING DIVISION CENTRAL WAREHOUSE	229	2748	0	0
B/W 25PPM	115 S ANDREWS AVE RM 114	FASD RECORDS TAXES & TREASURY	229	2748	0	0
B/W 25PPM	1 N UNIVERSITY DR RM 4003A	FASD ENTERPRISE TECHNOLOGY SERVICES	261	3132	0	0
B/W 25PPM	2780 N POWERLINE RD	WAST & RECYCLING HAZARDOUS WASTE DROPOFF	273	3276	0	0
B/W 25PPM	115 S ANDREWS AVE RM 114	FASD RECORDS TAXES & TREASURY	276	3312	0	0
B/W 25PPM	2555 W COPANS BLVD RD	WATER AND WASTE WATER SERVICES 1ST FLR ADMIN	280	3360	0	0
B/W 25PPM	101 SW 1ST ST	PUBLIC WORKS FACILITIES 350 GARAGE OFFICE	281	3372	0	0
B/W 25PPM	1 N UNIVERSITY DR RM 4003A	FASD ENTERPRISE TECHNOLOGY SERVICES	303	3636	0	0
B/W 25PPM	115 S ANDREWS AVE RM 429	LEGISLATIVE DELEGATION	304	3648	0	0
B/W 25PPM	2600 SW 4TH AVE	PUBLIC WORKS FACILITIES MANAGEMENT	309	3708	0	0
B/W 25PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	322	3864	0	0
B/W 25PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	328	3936	0	0
B/W 25PPM	115 S ANDREWS AVE RM 326	PUBLIC WORKS REAL PROPERTY	330	3960	0	0
B/W 25PPM	3701 N STATE RD 7 2ND FLR	WATER AND WASTE WATER SERVICES CONTROL RM	362	4344	0	0
B/W 25PPM	2851 NW 8TH RD	PARKS & REC LAFAYETTE HART	367	4404	0	0
B/W 25PPM	2050 SE 42 ST BLDG 36	PORT EVERGLADES CRANE OFFICE	369	4428	0	0
B/W 25PPM	1600 W HILLBORO BLVD	PUBLIC WORKS FACILITIES	375	4500	0	0
B/W 25PPM	1100 COCONUT CREEK BLVD	LIBRARY DIVISION N REGIONAL	385	4620	0	0
B/W 25PPM	3701 N STATE RD 7	WATER AND WASTE WATER SERVICES	390	4680	0	0
B/W 25PPM	16001 W STATE RD 84	PARKS & REC MARKHAM	424	5088	0	0
B/W 25PPM	1600 W HILLSBORO BLVD	CLERK OF COURTS ONE STOP NORTH SATELLITE	433	5196	0	0
B/W 25PPM	2020 ELLER DR BLDG B 1 FL	PORT EVERGLADES PUBLIC WKS	448	5376	0	0
B/W 25PPM	2601 W BROWARD BLVD RM 1079	PUBLIC WORKS FACILITIES MANAGEMENT	458	5496	0	0
B/W 25PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	461	5532	0	0
B/W 25PPM	1 N UNIVERSITY DR STE 400	SOLID WASTE AND RECYCLING SVCS	462	5544	0	0
B/W 25PPM	4980 SW 40 AVE	WATER AND WASTE WATER SERVICES	479	5748	0	0
B/W 25PPM	8500 GRIFFIN RD	PUBLIC WORKS FACILITIES	488	5856	0	0
B/W 25PPM	7101 SW 205TH AVE	SOLID WASTE LANDFILL	513	6156	0	0
B/W 25PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	516	6192	0	0
B/W 25PPM	115 S ANDREWS AVE RM 121	FASD RECORDS TAXES & TREASURY	527	6324	0	0
B/W 25PPM	1301 S OCEAN DR	LIBRARY DIVISION BEACH	527	6324	0	0
B/W 25PPM	900 NW 31ST AVE RM 241	HUMAN SERVICES EDGAR MILLS CENTER	534	6408	0	0
B/W 25PPM	960 NW 38TH ST	FASD PURCHASING DIVISION CENTRAL WAREHOUSE	545	6540	0	0
B/W 25PPM	201 SE 6TH ST WEST BLD RM 01114	PUBLIC WORKS FACILITIES MAIN COURTHOUSE	546	6552	0	0
B/W 25PPM	3600 W SAMPLE RD	PARKS & REC TRADEWINDS	560	6720	0	0
B/W 25PPM	100 S ANDREWS AVE 1ST FLR	LIBRARY DIVISION MAIN LIBRARY	575	6900	0	0
B/W 25PPM	115 S ANDREWS AVE RM 114	FASD RECORDS TAXES & TREASURY	595	7140	0	0
B/W 25PPM	3601 W SAMPLE RD	PARK & REC N DIST MAINTENANCE	598	7176	0	0
B/W 25PPM	1500 SW 42 AVE	PARKS & REC SUNVIEW	630	7560	0	0

B/W 25PPM	201 SE 6TH ST 2ND FLOOR #278	MAIN COURTHOUSE BLDG MGR OFFICE	641	7692	0	0
B/W 25PPM	1390 NE 50 ST RM 2102	WATER AND WASTE WATER SERVICES	670	8040	0	0
B/W 25PPM	408 NE 4TH ST	HUMAN SERVICES DEPT COMMUNITY PARTNERSHIPS	717	8604	0	0
B/W 25PPM	1 N UNIVERSITY DR STE102A	RESILIENT DEPT URBAN PLANNING	810	9720	0	0
B/W 25PPM	1300 E SUNRISE BLVD	LIBRARY DIVISION FORT LAUDERDALE	842	10104	0	0
B/W 25PPM	3201 W COPANS RD	TRANSPORTATION DEPT PRINT SHOP	853	10236	0	0
B/W 25PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	854	10248	0	0
B/W 25PPM	101 NW 1 AVE	TRANSPORTATION DEPT BROWARD TERMINAL	854	10248	0	0
B/W 25PPM	221 POMPANO BEACH BLVD	LIBRARY DIVISION BEACH	871	10452	0	0
B/W 25PPM	2515 SW 4TH AVE	TRANSPORTATION DEPT FLEET SERVICE	895	10740	0	0
B/W 25PPM	8601 W BROWARD BLVD	LIBRARY DIVISION W REGIONAL	922	11064	0	0
B/W 25PPM	10440 W OAKLAND PARK BLVD	RESC CENTRAL 911 CENTER	923	11076	0	0
B/W 25PPM	100 S ANDREWS AVE 4TH FLR	LIBRARY DIVISION MAIN LIBRARY	932	11184	0	0
B/W 25PPM	4600 SW 82ND AVE	LIBRARY DIVISION COOPER CITY	942	11304	0	0
B/W 25PPM	2650 SISTRUNK BLVD	LIBRARY DIVISION AFRICAN AMERICAN RESEARCH	966	11592	0	0
B/W 25PPM	2701 W STATE RD 84	PARKS & REC SECRET WOODS	987	11844	0	0
B/W 25PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT WRHOUSE	993	11916	0	0
B/W 25PPM	3403 GALT OCEAN DR	LIBRARY DIVISION GALT OCEAN MILE	1007	12084	0	0
B/W 25PPM	1801 NW 66TH AVE	FASD RECORDS TAXES & TREASURY TAG AGENCY	1036	12432	0	0
B/W 25PPM	101 NW 1 AVE	TRANSPORTATION DEPT BROWARD TERMINAL	1077	12924	0	0
B/W 25PPM	5810 PARK DR	LIBRARY DIVISION MARGATE	1150	13800	0	0
B/W 25PPM	3211 COLLEGE AVE	RESILIENT DEPT AIR QUALITY LAB	1191	14292	0	0
B/W 25PPM	201 LYONS RD	PARKS & REC FERN FOREST	1209	14508	0	0
B/W 25PPM	3900 SW 100 AVE	PARKS & REC TREE TOPS	1226	14712	0	0
B/W 25PPM	751 SW 121ST AVE	LIBRARY DIVISION YAA CHILDRENS MUSEUM	1268	15216	0	0
B/W 25PPM	8601 W BROWARD BLVD	LIBRARY DIVISION W REGIONAL	1281	15372	0	0
B/W 25PPM	1856 W HILLSBORO BLVD	LIBRARY DIVISION LEON SLATIN	1305	15660	0	0
B/W 25PPM	1491 NW 40TH AVE STE 7	WATER AND WASTEWATER SERVICES PAYMENT CENTER	1350	16200	0	0
B/W 25PPM	5985 N FEDERAL HWY	LIBRARY DIVISION IMPERIAL POINT	1372	16464	0	0
B/W 25PPM	3601 W SAMPLE RD	PARK & REC N DIST MAINTENANCE	1425	17100	0	0
B/W 25PPM	3810 NW 11TH PL	PARKS & REC LAUDERHILL CENTRAL PARK LIBRARY	1426	17112	0	0
B/W 25PPM	1600 BLOUNT RD	TRANSPORTATION DEPT FLEET SERVICES	1437	17244	0	0
B/W 25PPM	2555 W COPANS BLVD RD BLD 2 RM 170	WATER AND WASTE WATER SERVICES SHOP AREA	1473	17676	0	0
B/W 25PPM	1580 NW 3 AVE	LIBRARY DIVISION NORTHWEST	1487	17844	0	0
B/W 25PPM	4735 SW 18TH ST	LIBRARY DIVISION CARVER RANCHES	1489	17868	0	0
B/W 25PPM	3550 HOLLYWOOD BLVD	CLERK OF COURTS COUNTY CIVIL SOUTH SATELLITE	1491	17892	0	0
B/W 25PPM	3300 N PARK RD TY PARK	PARKS & REC TY PARK	1515	18180	0	0
B/W 25PPM	100 S ANDREWS AVE 6TH FLR	LIBRARY DIVISION MAIN LIBRARY	1529	18348	0	0
B/W 25PPM	2230 NW 21ST AVE	LIBRARY DIVISION TYRONE BRYANT	1586	19032	0	0
B/W 25PPM	2401 N POWERLINE RD	WATER AND WASTE WATER SERVICES	1600	19200	0	0
B/W 25PPM	6057 SW 198TH TERR	RESC S REGIONAL 911 CENTER	1710	20520	0	0
B/W 25PPM	300 S FEDERAL HWY	LIBRARY DIVISION HALLANDALE	1710	20520	0	0
B/W 25PPM	1100 S FIG TREE LN	PARKS & REC HERITAGE	1721	20652	0	0
B/W 25PPM	2401 N POWERLINE RD	WATER AND WASTE WATER SERVICES	1751	21012	0	0
B/W 25PPM	3580 W OAKLAND PARK BLVD	LIBRARY DIVISION LAUDERDALE LAKES	1814	21768	0	0
B/W 25PPM	7300 PINES BLVD	LIBRARY DIVISION S REGIONAL	1851	22212	0	0
B/W 25PPM	5301 SW 31ST AVE SOUTH BLDG	MEDICAL EXAMINER	1914	22968	0	0
B/W 25PPM	4900 W COPANS RD	RESC N REGIONAL 911 CENTER	2022	24264	0	0
B/W 25PPM	4900 W PROSPECT RD	TRAFFIC & ENGINEERING	2046	24552	0	0
B/W 25PPM	1 PARK AVE EAST	LIBRARY DIVISION PAUL DEMAIO	2066	24792	0	0
B/W 25PPM	2401 N POWERLINE RD	WATER AND WASTE WATER SERVICES	2097	25164	0	0
B/W 25PPM	1000 NW 38 ST	PARKS & REC EASTERLIN PARK	2646	31752	0	0
B/W 25PPM	955 NW 129 AVE	LIBRARY DIVISION WALTER C. YOUNG	2729	32748	0	0
B/W 25PPM	2307 W BROWARD BLVD STE 313	RESILIENT DEPT BUILDING CODE DIVISION	2837	34044	0	0
B/W 25PPM	50 W ATLANTIC BLVD	LIBRARY DIVISION POMPANO BEACH	2987	35844	0	0
B/W 25PPM	201 NW 84TH AVE 2ND FLR	OFFICE OF PUBLIC COMMUNICATIONS	3020	36240	0	0
B/W 25PPM	1100 COCONUT CREEK BLVD	LIBRARY DIVISION N REGIONAL	3101	37212	0	0
B/W 25PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT WRHOUSE	3830	45960	0	0
B/W 25PPM	3201 W COPANS RD	TRANSPORTATION DEPT PRINT SHOP	3969	47628	0	0
B/W 25PPM	612 S ANDREWS AVE RM 1083	GUARDIAN AD LITEM PROGRAM	4708	56496	0	0

B/W 25PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	5089	61068	0	0
SEGMENT TWO						
B/W 45PPM	100 S ANDREWS AVE 1ST FLR	LIBRARY DIVISION MAIN LIBRARY	46	552	0	0
B/W 45PPM	1901 ELLER DR	PORT EVERGLADES PUBLIC SAFETY	165	1980	0	0
B/W 45PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	181	2172	0	0
B/W 45PPM	1 N UNIVERSITY DR RM 4003A	FASD ENTERPRISE TECHNOLOGY SERVICES	184	2208	0	0
B/W 45PPM	2101 EISENHOWER BLVD	PORT EVERGLADES PUBLIC WORKS	252	3024	0	0
B/W 45PPM	100 S ANDREWS AVE 7TH FLR	LIBRARY DIVISION MAIN LIBRARY	266	3192	0	0
B/W 45PPM	3201 W COPANS RD	TRANSPORTATION DEPT PRINT SHOP	292	3504	0	0
B/W 45PPM	1850 ELLER DR 6TH FL	PORT EVERGLADES MAIL ROOM	311	3732	0	0
B/W 45PPM	7300 PINES BLVD	LIBRARY DIVISION S REGIONAL	426	5112	0	0
B/W 45PPM	313 NW 28TH TERR	PARKS & REC BOULEVARD GARDENS	469	5628	0	0
B/W 45PPM	2555 W COPANS RD	WATER AND WASTE WATER SERVICES FFD INSP	522	6264	0	0
B/W 45PPM	115 S ANDREWS AVE RM 218	FASD RECORDS TAXES & TREAS REV COLLECTION	527	6324	0	0
B/W 45PPM	2555 W COPANS BLVD RD BLD 2 RM 170	WATER AND WASTE WATER SERVICES SHOP AREA	608	7296	0	0
B/W 45PPM	110 NE 3RD ST #203	HOUSING FINANCE AUTHORITY	623	7476	0	0
B/W 45PPM	2401 N POWERLINE RD	WATER AND WASTEWATER N REG TREATMENT PLANT	687	8244	0	0
B/W 45PPM	3701 N STATE RD 7	WATER AND WASTE WATER SERVICES	697	8364	0	0
B/W 45PPM	115 S ANDREWS AVE RM 114	FASD RECORDS TAXES & TREASURY	719	8628	0	0
B/W 45PPM	900 NW 31ST AVE 2ND FLOOR	HUMAN SERVICES EDGAR MILLS BARC	748	8976	0	0
B/W 45PPM	2555 W COPANS RD	WATER AND WASTE WATER SERVICES WAREHOUSE	752	9024	0	0
B/W 45PPM	115 S ANDREWS AVE RM 210	FASD RISK MANAGEMENT	776	9312	0	0
B/W 45PPM	3600 S UNIVERSITY DRIVE	PARKS & REC MIRAMAR PINE LAND NATURE CENTER	815	9780	0	0
B/W 45PPM	2201 SW 45TH ST	AVIATION DEPT OPERATIONS CONTROL CENTER	818	9816	0	0
B/W 45PPM	3201 W COPANS RD BLDG 4	TRANSPORTATION DEPT	832	9984	0	0
B/W 45PPM	1 N UNIVERSITY DR STE102A	RESILIENT DEPT URBAN PLANNING	856	10272	0	0
B/W 45PPM	115 S ANDREWS AVE RM A680	ECONOMIC DEVELOPMENT	866	10392	0	0
B/W 45PPM	1 N UNIVERSITY DR STE102A	RESILIENT DEPT URBAN PLANNING	931	11172	0	0
B/W 45PPM	2555 W COPANS RD	WATER AND WASTE WATER SERVICES EED INSP	937	11244	0	0
B/W 45PPM	1 N UNIVERSITY DR STE 111	OFFICE OF THE INSPECTOR GENERAL	952	11424	0	0
B/W 45PPM	100 S ANDREWS AVE 5TH FLR	LIBRARY DIVISION MAIN LIBRARY	964	11568	0	0
B/W 45PPM	900 NW 31ST AVE RM 2000	HUMAN SERVICES DEPT EDGAR MILLS CENTER	965	11580	0	0
B/W 45PPM	115 S ANDREWS AVE RM A330	COMMUNITY PARTNERSHIP HEALTH CARE SVCS	979	11748	0	0
B/W 45PPM	2555 W COPANS RD	WATER AND WASTE WATER SERVICES EED INSP	1035	12420	0	0
B/W 45PPM	1850 ELLER DR 6TH FL	PORT EVERGLADES MAIL ROOM	1052	12624	0	0
B/W 45PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	1063	12756	0	0
B/W 45PPM	2555 W COPANS BLVD RD BLD 2 RM 170	WATER AND WASTE WATER SERVICES SHOP AREA	1073	12876	0	0
B/W 45PPM	1 N UNIVERSITY DR RM 4003A	FASD ENTERPRISE TECHNOLOGY SERVICES	1092	13104	0	0
B/W 45PPM	900 NW 31ST AVE RM 2000	HUMAN SERVICES DEPT	1097	13164	0	0
B/W 45PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	1112	13344	0	0
B/W 45PPM	2650 SISTRUNK BLVD	LIBRARY DIVISION AFRICAN AMERICAN RESEARCH	1187	14244	0	0
B/W 45PPM	4001 SW 142ND AVE	PARKS & REC VISTA VIEW	1192	14304	0	0
B/W 45PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	1201	14412	0	0
B/W 45PPM	100 S ANDREWS AVE 6TH FLR	LIBRARY DIVISION MAIN LIBRARY	1203	14436	0	0
B/W 45PPM	2020 ELLER DR 8TH FLR	PORT EVERGLADES OPERATIONS LINEHANDLER	1223	14676	0	0
B/W 45PPM	115 S ANDREWS AVE RM A100	FASD RECORDS TAXES & TREAS REV COLLECTION	1250	15000	0	0
B/W 45PPM	4733 SW 18TH ST	SOUTH REGION FAMILY SUCCESS CENTER	1288	15456	0	0
B/W 45PPM	3400 SW 2ND AVE	AVIATION DEPT MAINTENANCE	1336	16032	0	0
B/W 45PPM	2501 FRANKLIN DR	PARKS & REC FRANKLIN	1396	16752	0	0
B/W 45PPM	16001 W STATE RD 84	PARKS & REC MARKHAM	1426	17112	0	0
B/W 45PPM	115 S ANDREWS AVE RM 511	FASD HUMAN RESOURCES FILE ROOM	1452	17424	0	0
B/W 45PPM	3700 NW 11TH PL	PARKS & REC CENTRAL REGIONAL	1473	17676	0	0
B/W 45PPM	6901 KIMBERLY BLVD	LIBRARY DIVISION N. LAUDERDALE	1508	18096	0	0
B/W 45PPM	10500 W OAKLAND PARK BLVD	LIBRARY DIVISION DAN PEARL	1546	18552	0	0
B/W 45PPM	2300 W COMMERCIAL BLVD	TRAFFIC & ENGINEERING	1567	18804	0	0
B/W 45PPM	100 S ANDREWS AVE 1ST FLR	LIBRARY DIVISION MAIN LIBRARY	1579	18948	0	0
B/W 45PPM	3600 W SAMPLE RD	PARKS & REC TRADEWINDS	1582	18984	0	0
B/W 45PPM	2842 NW 11TH ST	PARKS & REC ROOSEVELT GARDENS	1594	19128	0	0
B/W 45PPM	115 S ANDREWS AVE RM 204	FASD ACCOUNTING DIVISION	1609	19308	0	0
B/W 45PPM	2800 NW 9TH CT	LIBRARY DIVISION COLLIER CITY	1634	19608	0	0

B/W 45PPM	6399 W OAKLAND PK BLVD	LAUDERHILL CITY HALL	1661	19932	0	0
B/W 45PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	1726	20712	0	0
B/W 45PPM	3151 STIRLING RD	LIBRARY DIVISION STIRLING	1765	21180	0	0
B/W 45PPM	8601 W BROWARD BLVD	LIBRARY DIVISION W REGIONAL	1769	21228	0	0
B/W 45PPM	2600 SW 4 AVE	PUBLIC WORKS FACILITIES	2040	24480	0	0
B/W 45PPM	115 S ANDREWS AVE RM 324	COUNTY ATTORNEY	2060	24720	0	0
B/W 45PPM	2711 W DAVIE BLVD	LIBRARY DIVISION RIVERLAND	2078	24936	0	0
B/W 45PPM	7300 PINES BLVD	LIBRARY DIVISION S REGIONAL	2091	25092	0	0
B/W 45PPM	1 N UNIVERSITY DR RM 4003A	FASD ENTERPRISE TECHNOLOGY SERVICES	2134	25608	0	0
B/W 45PPM	1 N UNIVERSITY DR STE 3100A	TRANSPORTATION DEPT COMPLIANCE	2140	25680	0	0
B/W 45PPM	115 S ANDREWS AVE RM 326	PUBLIC WORKS REAL PROPERTY	2142	25704	0	0
B/W 45PPM	3900 SW 100 AVE	PARKS & REC TREE TOPS	2175	26100	0	0
B/W 45PPM	2520 NW 6TH ST	PARKS AND REC DE FV OF MEMORIAL	2208	26496	0	0
B/W 45PPM	2600 SW 4 AVE	PUBLIC WORKS FACILITIES	2238	26856	0	0
B/W 45PPM	2650 SISTRUNK BLVD	LIBRARY DIVISION AFRICAN AMERICAN RESEARCH	2266	27192	0	0
B/W 45PPM	1 N UNIVERSITY DR STE 4108B	HUMAN SERVICES ELDERLY & VETERAN SERVICES	2321	27852	0	0
B/W 45PPM	8601 W BROWARD BLVD	LIBRARY DIVISION W REGIONAL	2437	29244	0	0
B/W 45PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	2546	30552	0	0
B/W 45PPM	837 E HILLSBORO BLVD	LIBRARY DIVISION DEERFIELD BEACH	2551	30612	0	0
B/W 45PPM	115 S ANDREWS AVE RM 114	FASD RECORDS TAXES & TREASURY	2631	31572	0	0
B/W 45PPM	950 NW 38TH ST	PARKS AND REC EASTERLIN	2679	32148	0	0
B/W 45PPM	2600 HOLLYWOOD BLVD	LIBRARY DIVISION HOLLYWOOD	2698	32376	0	0
B/W 45PPM	1100 COCONUT CREEK BLVD	LIBRARY DIVISION N REGIONAL	2782	33384	0	0
B/W 45PPM	1 N UNIVERSITY DR STE 1300A	TRANSPORTATION DEPT	2837	34044	0	0
B/W 45PPM	8601 W BROWARD BLVD	LIBRARY DIVISION W REGIONAL	3084	37008	0	0
B/W 45PPM	5301 SW 31ST AVE SOUTH BLDG	MEDICAL EXAMINER	3188	38256	0	0
B/W 45PPM	2050 CIVIC CENTER PL	LIBRARY DIVISION MIRAMAR	3403	40836	0	0
B/W 45PPM	3275 NW 99TH WAY RM 300	HUMAN SERVICES DEPT BOOHER BLDG	3509	42108	0	0
B/W 45PPM	1801 NW 66TH AVE	FASD RECORDS TAXES & TREASURY TAG AGENCY	3521	42252	0	0
B/W 45PPM	7300 PINES BLVD	LIBRARY DIVISION S REGIONAL	3540	42480	0	0
B/W 45PPM	100 S ANDREWS AVE 2ND FLR	LIBRARY DIVISION MAIN LIBRARY	3553	42636	0	0
B/W 45PPM	1850 ELLER DR 3RD FL	PORT EVERGLADES ADMINISTRATIVE	3621	43452	0	0
B/W 45PPM	4205 BONAVENTURE BLVD	LIBRARY DIVISION WESTON READING CENTER	3649	43788	0	0
B/W 45PPM	3151 UNIVERSITY DR	LIBRARY DIVISION NW REGIONAL	3677	44124	0	0
B/W 45PPM	115 S ANDREWS AVE RM 210	FASD RISK MANAGEMENT	4081	48972	0	0
B/W 45PPM	1 N UNIVERSITY DR	RESILIENT DEPT ENVIRONMENTAL PERMITTING	4213	50556	0	0
B/W 45PPM	1801 NW 66TH AVE	FASD RECORDS TAXES & TREASURY TAG AGENCY	4359	52308	0	0
B/W 45PPM	401 S POWERLINE RD	PARKS & REC QUIET WATERS	4864	58368	0	0
B/W 45PPM	325 SW 28TH ST	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	4965	59580	0	0
B/W 45PPM	115 S ANDREWS AVE RM 221	FASD ACCOUNTING DIVISION	5257	63084	0	0
B/W 45PPM	118 S ANDREWS AVE RM 212	FASD PURCHASING DIVISION	5264	63168	0	0
B/W 45PPM	115 S ANDREWS AVE RM 324	COUNTY ATTORNEY	5394	64728	0	0
B/W 45PPM	117 S ANDREWS AVE RM 212	FASD PURCHASING DIVISION	5406	64872	0	0
B/W 45PPM	1 N UNIVERSITY DR STE A203	RESILIENT DEPT NATURAL RESOURCES	6832	81984	0	0
B/W 45PPM	325 SW 28TH ST	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	6979	83748	0	0
B/W 45PPM	116 S ANDREWS AVE RM 212	FASD PURCHASING DIVISION	7166	85992	0	0
B/W 45PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT	8010	96120	0	0
B/W 45PPM	325 SW 28TH ST	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	10889	130668	0	0
B/W 45PPM	325 SW 25TH ST	HUMAN SERVICES DIVISION DETOX UNIT	15512	186144	0	0
SEGMENT THREE						
B/W 55PPM	3550 HOLLYWOOD BLVD	CLERK OF COURTS COUNTY CIVIL SOUTH SATELLITE	547	6564	0	0
B/W 55PPM	115 S ANDREWS AVE RM 329H	RESILIENT DEPT NATURAL RESOURCES	1054	12648	0	0
B/W 55PPM	100 N PINE ISLAND RD	CLERK OF COURTS ONE STOP WEST SATELLITE	1148	13776	0	0
B/W 55PPM	115 S ANDREWS AVE RM 329K	PLANNING & DEVELOP SRVS	1306	15672	0	0
B/W 55PPM	5301 SW 31ST AVE SOUTH BLDG	MEDICAL EXAMINER	1456	17472	0	0
B/W 55PPM	115 S ANDREWS AVE RM A400	FASD RECORDS TAXES & TREASURY REV COLL	1513	18156	0	0
B/W 55PPM	3201 W COPANS RD BDG 4 1ST FL	TRANSPORTATION DEPT ADMIN	1865	22380	0	0
B/W 55PPM	1600 W HILLSBORO BLVD	CLERK OF COURTS T&M NORTH SATELLITE	2007	24084	0	0
B/W 55PPM	2555 W COPANS RD	WATER AND WASTE WATER SERVICES	2046	24552	0	0
B/W 55PPM	115 S ANDREWS AVE RM 516	FASD HUMAN RESOURCES	2356	28272	0	0

B/W 55PPM	115 S ANDREWS AVE RM 514	FASD HUMAN RESOURCES	2418	29016	0	0
B/W 55PPM	115 S ANDREWS AVE RM 203	FASD ACCOUNTING DIVISION	2471	29652	0	0
B/W 55PPM	3151 UNIVERSITY DR	LIBRARY DIVISION NW REGIONAL	2778	33336	0	0
B/W 55PPM	5301 SW 31ST AVE SOUTH BLDG	MEDICAL EXAMINER	2933	35196	0	0
B/W 55PPM	325 SW 28TH ST	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	3156	37872	0	0
B/W 55PPM	115 S ANDREWS AVE RM 508	FASD HUMAN RESOURCES	3395	40740	0	0
B/W 55PPM	115 S ANDREWS AVE RM A550	CONSTRUCTION MGMT DIVISION	3529	42348	0	0
B/W 55PPM	2300 W COMMERCIAL BLVD	TRAFFIC & ENGINEERING	3563	42756	0	0
B/W 55PPM	3300 N PARK RD TY PARK	PARKS & REC TY PARK	3710	44520	0	0
B/W 55PPM	115 S ANDREWS AVE RM 203	FASD ACCOUNTING DIVISION	4205	50460	0	0
B/W 55PPM	7300 PINES BLVD	LIBRARY DIVISION S REGIONAL	4308	51696	0	0
B/W 55PPM	115 S ANDREWS AVE RM 504	PUBLIC WORKS FACILITIES MANAGEMENT	4355	52260	0	0
B/W 55PPM	950 NW 38TH ST	PARKS AND REC FASTFRIN	4390	52680	0	0
B/W 55PPM	100 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	4704	56448	0	0
B/W 55PPM	3400 MCINTOSH RD	PORT EVERGLADES FOREIGN TRADE ZONE	4833	57996	0	0
B/W 55PPM	2000 EISENHOWER BLVD	PORT EVERGLADES NORTHPORT GARAGE	4880	58560	0	0
B/W 55PPM	1850 ELLER DR 6TH FL	PORT EVERGLADES PORT DIRECTOR OFFICE	5221	62652	0	0
B/W 55PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	5671	68052	0	0
B/W 55PPM	201 SE 6TH ST	CLERK OF COURTS ACCOUNTS PAYABLE	5695	68340	0	0
B/W 55PPM	3201 W COPANS RD BDG 4 1ST FL	TRANSPORTATION DEPT ADMIN	5721	68652	0	0
B/W 55PPM	1 N UNIVERSITY DR	RESILIENT DEPT ENVIRONMENTAL PERMITTING	5810	69720	0	0
B/W 55PPM	115 S ANDREWS AVE RM 336U	FASD RECORDS TAXES & TREASURY	5856	70272	0	0
B/W 55PPM	400 NE 4TH ST	NANCY J COTTERMAN CENTER	5942	71304	0	0
B/W 55PPM	1 N UNIVERSITY DR 3RD FL	TRANSPORTATION DEPT	6022	72264	0	0
B/W 55PPM	1 N UNIVERSITY DR STE 4108B	HUMAN SERVICES ELDERLY & VETERAN SERVICES	6223	74676	0	0
B/W 55PPM	16001 W STATE RD 84	PARKS & REC MARKHAM	6228	74736	0	0
B/W 55PPM	115 S ANDREWS AVE RM 307	PLANNING COUNCIL	7636	91632	0	0
B/W 55PPM	1801 NW 66TH AVE	FASD RECORDS TAXES & TREASURY TAG AGENCY	7971	95652	0	0
B/W 55PPM	1 N UNIVERSITY DR RM 3500B	BOARD OF RULES AND APPEALS	8284	99408	0	0
B/W 55PPM	3275 NW 99TH WAY	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	9036	108432	0	0
B/W 55PPM	3275 NW 99TH WAY	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	11453	137436	0	0
B/W 55PPM	1 N UNIVERSITY DR 4TH FLOOR	HUMAN SERVICES ELDERLY & VETERAN SERVICES	16256	195072	0	0
B/W 55PPM	1530 SE 24TH ST	PORT EVERGLADES PORT ID OFFICE	78127	937524	0	0
SEGMENT FOUR						
Color 35PPM	3201 W COPANS RD BLDG 4	TRANSPORTATION DEPT	0	0	0	0
Color 35PPM	1100 S FIG TREE LN	PARKS & REC HERITAGE	0	0	0	0
Color 35PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT	0	0	0	0
Color 35PPM	201 NW 84 AVE RM 301	EMERGENCY MANAGEMENT	25	300	1	12
Color 35PPM	550 TERMINAL DR	AVIATION DEPT	73	876	96	1152
Color 35PPM	201 NW 84 AVE RM 301	EMERGENCY MANAGEMENT	74	888	204	2448
Color 35PPM	1801 NW 64TH ST UNIT 106A	RESC RADIO SHOP UNIT 106A	97	1164	64	768
Color 35PPM	2555 W COPANS RD 2ND FL	WATER AND WASTEWATER SERVICES BLDG 1	203	2436	477	5724
Color 35PPM	2307 W BROWARD BLVD STE 313	RESILIENT DEPT BUILDING CODE DIVISION	239	2868	729	8748
Color 35PPM	2101 EISENHOWER BLVD	PORT EVERGLADES PUBLIC WORKS	363	4356	588	7056
Color 35PPM	2307 W BROWARD BLVD STE 313	RESILIENT DEPT BUILDING CODE DIVISION	367	4404	803	9636
Color 35PPM	101 NE 3RD AVE STE 100	CONVENTION & VISITORS BUREAU	458	5496	993	11916
Color 35PPM	1 N UNIVERSITY DR 3RD FL	TRANSPORTATION DEPT	493	5916	189	2268
Color 35PPM	3201 W COPANS RD	TRANSPORTATION DEPT MAINTENANCE & TRAINING	496	5952	556	6672
Color 35PPM	1 N UNIVERSITY DR 3RD FL	TRANSPORTATION DEPT COMPLIANCE	519	6228	2075	24900
Color 35PPM	101 SW 77 WAY	AVIATION DEPT NORTH PERRY AIRPORT	579	6948	781	9372
Color 35PPM	2200 SW 45TH ST STE 101	AVIATION DEPT	601	7212	218	2616
Color 35PPM	115 S ANDREWS AVE RM 318	HUMAN SERVICES DEPT	669	8028	839	10068
Color 35PPM	4101 RAVENSWOOD RD STE 102A	RESILIENT DEPT ENVIRONMENTAL PERMITTING	717	8604	365	4380
Color 35PPM	1 N UNIVERSITY DR STE A203	RESILIENT DEPT NATURAL RESOURCES	792	9504	2090	25080
Color 35PPM	3201 W COPANS RD	TRANSPORTATION DEPT PRINT SHOP	852	10224	621	7452
Color 35PPM	2307 W BROWARD BLVD STE 313	RESILIENT DEPT BUILDING CODE DIVISION	1011	12132	556	6672
Color 35PPM	1850 ELLER DR 5TH FL	PORT EVERGLADES SEAPORT CONST	1098	13176	834	10008
Color 35PPM	320 TERMINAL DR STE 200	AVIATION DEPT	1183	14196	805	9660
Color 35PPM	1 N UNIVERSITY DR STE 3200B	MOBILITY ADVANCEMENT PROGRAM	1194	14328	2007	24084
Color 35PPM	751 SHERIDAN ST	PARKS & REC WEST LAKE	1208	14496	2461	29532

Color 35PPM	9501 SHERIDAN ST	PARKS AND REC BRIAN PICCOLO	1255	15060	748	8976
Color 35PPM	1 N UNIVERSITY DR STE 3200B	TRAFFIC & ENGINEERING CAPITAL PROJECT MGMT	1275	15300	2180	26160
Color 35PPM	1 N UNIVERSITY DR STE 300B	RESILIENT DEPT ENGINEERING	1305	15660	2724	32688
Color 35PPM	2307 W BROWARD BLVD STE 313	RESILIENT DEPT BUILDING CODE DIVISION	1489	17868	1336	16032
Color 35PPM	1 N UNIVERSITY DR STE 203	RESILIENT CONSUMER PROTECTION	1540	18480	1371	16452
Color 35PPM	1850 ELLER DR 3RD FL	PORT EVERGLADES IT SECTION	1748	20976	1536	18432
Color 35PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT	1772	21264	1561	18732
Color 35PPM	1 N UNIVERSITY DR 3RD FL	TRANSPORTATION DEPT	1946	23352	2580	30960
Color 35PPM	1 N UNIVERSITY DR STE A203	RESILIENT DEPT NATURAL RESOURCES	2034	24408	3232	38784
Color 35PPM	1 N UNIVERSITY DR RM 3500B	BOARD OF RULES AND APPEALS	2125	25500	2228	26736
Color 35PPM	110 NE 3RD ST 3RD FLR	HOUSING FINANCE AUTHORITY	2203	26436	2751	33012
Color 35PPM	3201 W COPANS RD BDG 4 1ST FL	TRANSPORTATION DEPT ADMIN	3728	44736	6045	72540
Color 35PPM	1 N UNIVFRSITY DR STF 3100A	TRANSPORTATION DEPT COMPLIANCF	5149	61788	8053	96636
SEGMENT FIVE						
Color 45PPM	900 NW 31ST AVE RM I-14	HUMAN SERVICES FAMILY SUCCESS	122	1464	348	4176
Color 45PPM	100 S ANDREWS AVE 6TH FLR	LIBRARY DIVISION MAIN LIBRARY	167	2004	635	7620
Color 45PPM	550 TERMINAL DR	AVIATION DEPT OPERATIONS	197	2364	514	6168
Color 45PPM	115 S ANDREWS AVE RM 221	FASD ACCOUNTING DIVISION	211	2532	265	3180
Color 45PPM	1850 ELLER DR 5TH FL	PORT EVERGLADES BUSINESS DEVELOPMENT	218	2616	553	6636
Color 45PPM	1801 NW 64TH ST UNIT 106A	RESC RADIO SHOP UNIT 106A	239	2868	795	9540
Color 45PPM	101 S ANDREWS AVE 8TH FLR	LIBRARY DIVISION MAIN LIBRARY	320	3840	492	5904
Color 45PPM	900 NW 31ST AVE RM 108S	HUMAN SERVICES FAMILY SUCCESS CAA	352	4224	513	6156
Color 45PPM	900 NW 31ST AVE RM 108N	CAA - LIHCAP 1ST FLOOR	380	4560	394	4728
Color 45PPM	550 TERMINAL DR	AVIATION DEPT	458	5496	2461	29532
Color 45PPM	1850 ELLER DR STE 501	PORT EVERGLADES CARGO MRK	503	6036	1986	23832
Color 45PPM	115 S ANDREWS AVE RM 303	HUMAN SERVICES DEPT	507	6084	894	10728
Color 45PPM	115 S ANDREWS AVE RM 325	REGIONAL EMERGENCY SERVICES COMMUNICATIONS	519	6228	881	10572
Color 45PPM	320 TERMINAL DR STE 200	AVIATION DEPT	539	6468	949	11388
Color 45PPM	4101 RAVENSWOOD RD STE 401	AVIATION DEPT AEP NOISE MITIGATION OFFICE	549	6588	1098	13176
Color 45PPM	1 N UNIVERSITY DR STE 111	OFFICE OF THE INSPECTOR GENERAL	581	6972	543	6516
Color 45PPM	2200 SW 45TH ST S1E 101	AVIATION DEPT	603	7236	297	3564
Color 45PPM	900 NW 31ST AVE RM I-14	HUMAN SERVICES FAMILY SUCCESS	608	7296	2534	30408
Color 45PPM	2600 SW 4TH AVE	PUBLIC WORKS FACILITIES MANAGEMENT	611	7332	997	11964
Color 45PPM	101 NE 3RD AVE STE 100	CONVENTION & VISITORS BUREAU	652	7824	1094	13128
Color 45PPM	115 S ANDREWS AVE RM 120	FASD RECORDS TAXES & TREASURY	721	8652	416	4992
Color 45PPM	550 TERMINAL DR	AVIATION DEPT	733	8796	4920	59040
Color 45PPM	2401 SW 42ND ST	RESILIENT DEPT ANIMAL CARE & REGULATION	760	9120	3532	42384
Color 45PPM	2011 NW 3 AVE	HUMAN SERVICES DEPT CHILDREN SERVICES	788	9456	947	11364
Color 45PPM	115 S ANDREWS AVE RM A680	ECONOMIC DEVELOPMENT	819	9828	1677	20124
Color 45PPM	3501 SW 130 AVE	PARKS & REC LONG KEY	829	9948	558	6696
Color 45PPM	4101 RAVENSWOOD RD	AVIATION DEPT STE 401	834	10008	2261	27132
Color 45PPM	4101 RAVENSWOOD RD	AVIATION DEPT STE 401	853	10236	1708	20496
Color 45PPM	4101 RAVENSWOOD RD	AVIATION DEPT STE 401	853	10236	2172	26064
Color 45PPM	2011 NW 3RD AVE	HUMAN SERVICES DEPT N FAMILY SUCCESS CENTER	866	10392	2232	26784
Color 45PPM	3546 SW 2 AVE	AVIATION DEPT OPERATIONS	874	10488	1588	19056
Color 45PPM	600 TERMINAL DR STE 200B	AVIATION DEPT	879	10548	820	9840
Color 45PPM	151 SW 2ND ST	PUBLIC INFO & GRAPHICS PRINT SHOP	997	11964	3249	38988
Color 45PPM	201 NW 84 AVE RM 301	EMERGENCY MANAGEMENT	1016	12192	1954	23448
Color 45PPM	3546 SW 2 AVE	AVIATION DEPT OPERATIONS	1017	12204	3230	38760
Color 45PPM	101 NE 3RD AVE STE 100	CONVENTION & VISITORS BUREAU	1052	12624	1659	19908
Color 45PPM	115 S ANDREWS AVE #506	PUBLIC INFO & GRAPHICS	1072	12864	2133	25596
Color 45PPM	115 S ANDREWS AVE RM 329H	RESILIENT DEPT NATURAL RESOURCES	1098	13176	1849	22188
Color 45PPM	115 S ANDREWS AVE RM A300	HUMAN SERVICES HEALTH CARE SERVICES	1148	13776	1539	18468
Color 45PPM	1850 ELLER DR 5TH FL	PORT EVERGLADES	1166	13992	978	11736
Color 45PPM	115 S ANDREWS AVE RM 318	HUMAN SERVICES DEPT	1185	14220	2587	31044
Color 45PPM	115 S ANDREWS AVE RM 514	FASD HUMAN RESOURCES BENEFITS	1202	14424	2769	33228
Color 45PPM	900 SW 31ST AVE RM 3002	HUMAN SERVICES FAMILY SUCCESS CENTRAL	1226	14712	1847	22164
Color 45PPM	2200 SW 45TH ST STE 101	AVIATION DEPT	1228	14736	2989	35868
Color 45PPM	2300 W COMMERCIAL BLVD 2ND FL	TRAFFIC & ENGINEERING	1298	15576	3408	40896
Color 45PPM	1850 ELLER DR 5TH FL	PORT EVERGLADES SEAPORT CONST	1330	15960	2810	33720

Color 45PPM	2200 SW 45TH ST STE 101	AVIATION DEPT	1527	18324	2926	35112
Color 45PPM	201 NW 84 AVE RM 301	EMERGENCY MANAGEMENT	1546	18552	2711	32532
Color 45PPM	624 NW 15TH WAY	HUMAN SERVICES CIVIL CITATION	1552	18624	2944	35328
Color 45PPM	325 SW 28TH ST	HUMAN SERVICES DIVISION ADDICTION & RECOVERY	1628	19536	1738	20856
Color 45PPM	115 S ANDREWS AVE 6TH FL	PUBLIC WORKS DEPT	1648	19776	2427	29124
Color 45PPM	115 S ANDREWS AVE RM 514	FASD HUMAN RESOURCES BENEFITS	1662	19944	3632	43584
Color 45PPM	1850 ELLER DR 6TH FL	PORT EVERGLADES	1706	20472	5219	62628
Color 45PPM	115 S ANDREWS AVE RM A550	CONSTRUCTION MGMT DIVISION	1773	21276	5570	66840
Color 45PPM	900 NW 31ST AVE RM 1000	HOUSING OPTIONS PROGRAM	1904	22848	2204	26448
Color 45PPM	2555 W COPANS RD RM 206	WATER AND WASTE WATER SERVICES	1913	22956	3684	44208
Color 45PPM	115 S ANDREWS AVE RM 513	FASD FINANCE & ADMIN SERVICES DEPARTMENT	1932	23184	2564	30768
Color 45PPM	2401 SW 42ND ST	RESILIENT DEPT ANIMAL CARE & REGULATION	1958	23496	3220	38640
Color 45PPM	4733 SW 18TH ST	SOUTH REGION FAMILY SUCCESS CFNTR	2004	24048	4514	54168
Color 45PPM	2300 W COMMERCIAL BLVD 2ND FL	TRAFFIC & ENGINEERING	2094	25128	860	10320
Color 45PPM	1850 ELLER DR 7TH FL	PORT EVERGLADES FINANCE	2097	25164	2316	27792
Color 45PPM	115 S ANDREWS AVE RM 427	INTERGOVERNMENTAL AFFAIRS	2113	25356	1681	20172
Color 45PPM	115 S ANDREWS AVE RM A680	ECONOMIC DEVELOPMENT	2213	26556	3942	47304
Color 45PPM	5440 RAVENSWOOD RD	TRANSPORTATION DEPT	2218	26616	4414	52968
Color 45PPM	2401 SW 42ND ST	RESILIENT DEPT ANIMAL CARE & REGULATION	2297	27564	6057	72684
Color 45PPM	10077 NW 29TH ST	HUMAN SERVICES DEPT CHILD CARE LICENSING	2322	27864	2505	30060
Color 45PPM	3201 WEST COPANS RD	TRANSPORTATION DEPT	2349	28188	1892	22704
Color 45PPM	900 NW 31ST AVE STE 3100	HUMAN SERVICES FAMILY SUCCESS CAA EDGAR MILLS	2452	29424	3344	40128
Color 45PPM	115 S ANDREWS AVE RM 212	FASD PURCHASING DIVISION	2874	34488	3887	46644
Color 45PPM	110 NE 3RD ST 3RD FLR	HOUSING FINANCE AUTHORITY	2956	35472	1918	23016
Color 45PPM	4900 W COPANS RD 2ND FLOOR	BSO COMMUNICATIONS	3008	36096	5811	69732
Color 45PPM	900 NW 31ST AVE RM 2100	HOUSING OPTIONS PROGRAM	3039	36468	2358	28296
Color 45PPM	1 N UNIVERSITY DR STE 3100A	TRANSPORTATION DEPT	3080	36960	5870	70440
Color 45PPM	115 S ANDREWS AVE RM 404	BUDGET AND MANAGEMENT	3082	36984	1295	15540
Color 45PPM	115 S ANDREWS AVE RM 324	COUNTY ATTORNEY	3296	39552	1924	23088
Color 45PPM	2601 W BROWARD BLVD	BROWARD SHERIFFS OFFICE	3298	39576	57743	692916
Color 45PPM	6057 SW 198TH TERRACE 2ND FL	PEMBROKE PINES FIRE RESCUE	3535	42420	6307	75684
Color 45PPM	900 N FLAMINGO RD	PARKS & REC CB SMITH	3739	44868	616	7392
Color 45PPM	110 NE 3RD ST #203	HOUSING FINANCE AUTHORITY	4251	51012	2328	27936
Color 45PPM	3546 SW 2 AVE	AVIATION DEPT OPERATIONS	4454	53448	3937	47244
Color 45PPM	100 TERMINAL DR TERMINAL 2	AVIATION DEPT OPERATIONS	4472	53664	6130	73560
Color 45PPM	100 S ANDREWS AVE 6TH FLR	CULTURAL AFFAIRS	4510	54120	1991	23892
Color 45PPM	10440 W OAKLAND PARK BLVD	RESC CENTRAL 911 CENTER	5715	68580	8363	100356
SEGMENT SIX						
Color 55PPM	1600 BLOUNT RD	HIGHWAY & BRIDGE MAINT	257	3084	318	3816
Color 55PPM	2401 SW 42ND ST	RESILIENT DEPT ANIMAL CARE & REGULATION	727	8724	3326	39912
Color 55PPM	1 N UNIVERSITY DR STE 1400A	MOBILITY ADVANCEMENT PROGRAM	1192	14304	1936	23232
Color 55PPM	1600 BLOUNT RD	HIGHWAY & BRIDGE MAINT	1607	19284	2460	29520
Color 55PPM	3400 SW 2ND AVE	AVIATION DEPT MAINTENANCE	1812	21744	3551	42612
Color 55PPM	1201 W AIRPORT RD	MOSQUITO CONTROL	2143	25716	3078	36936
Color 55PPM	1 N UNIVERSITY DR STE 300B	RESILIENT DEPT ENGINEERING	3364	40368	3974	47688
Color 55PPM	115 S ANDREWS AVE RM 409	FASD ERP PROJECT	3490	41880	5106	61272
Color 55PPM	115 S ANDREWS AVE RM A370	HUMAN SERVICES DEPT CHILDREN SERVICES	3709	44508	5830	69960
Color 55PPM	900 NW 31ST AVE #3000	HUMAN SERVICES FAMILY SUCCESS	4550	54600	8786	105432
Color 55PPM	3201 W COPANS RD	TRANSPORTATION DEPT PRINT SHOP	59119	709428	18939	227268
Color 55PPM	115 S ANDREWS AVE RM 520	COUNTY AUDITOR	1108	13296	2625	31500
Color 55PPM	1600 BLOUNT RD	HIGHWAY & BRIDGE MAINT	2429	29148	4215	50580
MISCELLANEOUS						
Color 65PPM	1 N UNIVERSITY DR 3RD FL	TRANSPORTATION DEPT	2004	24048	4279	51348

SPECIAL INSTRUCTIONS TO VENDORS

In Addition to General Conditions and Security Requirements (Including Enterprise Technology Services Security Requirements)

A. Scope:

Vendors are invited to respond for an open-end contract to furnish and install for Copiers, Cost-Per-Copy for the Broward County Enterprise Technology Services Division and various other Broward County agencies that may have need of these services and products.

B. Contract Type:

Open-End/Indefinite Quantity Contracts. This solicitation is not for a definite quantity of goods or services and is for an open-end/indefinite quantity contract. The County shall purchase the guaranteed minimum quantity of goods or services (if any) stated in the solicitation but may exceed that minimum amount, and the Contractor shall provide all amounts ordered by the County, limited only by any maximum quantity stated in the solicitation (if any). The County may issue purchase orders on this solicitation as and when required; issue a blanket purchase order for individual agencies; issue instructions for use of direct purchase orders by various County agencies; procure amounts above any stated guaranteed minimum quantity by any method from any other source(s); or do any combination of the foregoing. No delivery of goods or performance of services shall become due or be accepted without a written purchase order and delivery instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if Contractor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract.

The initial contract period shall start on date of award, or upon expiration of the current contract December 12, 2022, whichever is later and shall terminate five years from that date. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

C. Price Adjustment/Escalation:

All prices, terms and conditions shall remain fixed for the initial 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.

D. Specifications and Requirements:

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

The product offered by the Vendor must on an overall basis be equal or greater in quality or performance than the Specifications and Requirements. Broward County reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and Requirements are subject to rejection.

Vendor should submit with the bid photographs, drawings, current manufacturer's catalogues, or product literature on items offered. However, this information must be submitted within three 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 may result in their bid being declared non-responsive.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Attachment “A” Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor 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 or her own manufacture. Vendor shall perform the Work with its own organization, amounting to not less than 100 percent of the Contract Price. **Refer to Attachment “A” – Specifications and Requirements for additional information.**

F. Office of Economic and Small Business Requirements:

Refer to Office of Economic and Small Business Development Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises.

G. Ownership Disclosure Requirements

Vendor must submit a completed Ownership Disclosure Form at the link below.

1. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County’s research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
2. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsive.
3. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor’s response in Periscope S2G.
4. Link for form submittal: [Ownership Disclosure Form](#).

H. Federal Transit Administration Requirements:

Not applicable to this solicitation.

I. Maintenance/Repairs/Parts:

Refer to Attachment “A” Specifications and Requirements for additional information.

J. Licensing Requirements:

Not applicable to this solicitation.

K. Certification Requirements:

Not applicable to this solicitation.

L. Public Bid Disclosure Act:

Not applicable to this solicitation.

M. Permits and Fees: (for Agencies other than Broward County Commissioners)

Not applicable to this solicitation.

N. Drug Free Workplace Certification

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The Vendor certifies that it has established a drug free workplace program in accordance with the requirements of [Section 1-71, et seq.](#), of the Broward County Code of Ordinances (Procurement from Businesses with Drug-Free Workplace Program).

O. Bid Guaranty, and Performance and Payment Guaranty:

Each submittal shall be accompanied by a bid guaranty in an amount equal to five percent (5%) of the bid amount. **Refer to the Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements document** for further instructions.

P. Additional Information:

Group 1 (Item No. 5) for Segment 7, Balance of Line, Optional Items:

1) Catalog/Published Price List:

As part of this award, Vendor MUST provide a publicly available web URL of their current Catalog providing Manufacturer Suggested Retail Price (MSRP) List. The Price List must clearly indicate:

- a. The Catalog Number (part number) or Published Price List Number
- b. The Effective Date
- c. The List Price column

2) Single Fixed % Discount-from-List:

The Vendor must indicate one (1), single fixed percent discount. This discount shall reflect the deduction from Vendor's Published List Price at time of purchase as indicated in the Catalog/Price List. The discount offered shall remain firm throughout the term of the contract.

Group 1 (Item Nos. 1.1 – 4.6.2) for Segments 1 – 4, Copiers:

Coordination of deliveries shall occur with recipients in advance to minimize disruption to County's operations and shall occur during the County's normal business hours, between 8:30 a.m. and 5:00 p.m. EST, Monday through Friday, except County holidays. County agencies may request delivery outside of County's normal business hours upon advance coordination and agreement with Vendor.

A minimum fifty percent (50%) of all copier installations shall occur within sixty (60) and ninety (90) calendar days from date of award. The remaining copier installations shall occur within ninety-one (91) and one-hundred-twenty (120) calendar days after date of award.

Delivery MUST be FOB destination, freight included and inclusive of all costs. Price submissions shall include current or anticipated applicable fuel costs.

Q. Project Manager Information:

Project Manager: Keith A. Wolf, Information Systems Administrator, Infrastructure Services, Enterprise Technology Services Division.

Email: kawolf@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on Periscope S2G (formerly BidSync); answers are posted through Periscope S2G.

Enterprise Technology Services Security Requirements Exhibit – Low Risk

Solicitation Title:	Copiers Cost-Per-Copy - Multi-function Copiers
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Definitions.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement, including software-as-a-service (“SaaS”) products.

“Contractor Platform” means the web-based platform on which Contractor provides any SaaS or hosting Services under the Agreement, including any system or other solution that stores, hosts, or transmits County data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Software Installed in County’s Network. To the extent Contractor provides any Software to be installed in County’s network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor’s or the third-party licensor’s website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

SaaS or Hosting Services. To the extent Contractor provides SaaS or web hosting services, all software, SaaS, and all hosted services or other web-based solution provided or made available as part of the Services must comply with all applicable County security requirements, including as may be updated from time to time by County upon written notice to Contractor. Any SaaS provider or website hosting County data must account for confidentiality, integrity, and availability to the extent required by County security standards, and Contractor must immediately notify County of any information security breach or unauthorized access or modification of County data. Contractor shall maintain the same standards set forth herein for its data centers and other facilities that store or host County data.

GENERAL CONDITIONS

Quotation Requests and Invitations to Bid

These General Conditions apply to all Quotation Requests and Invitations to Bid (each a “solicitation”) issued by Broward County (the “County”) unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor (“Vendor”) of a response to the solicitation (“response”) constitutes Vendor’s offer to the County to contract with the County and includes as a material part of that offer Vendor’s agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor’s response, will constitute the contract between the Vendor awarded the solicitation (“Contractor”) and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor’s response nonresponsive.

The Broward County Procurement Code (“Procurement Code”), Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division’s website at: www.broward.org/purchasing. Submission of a response constitutes Vendor’s agreement to be bound by the Procurement Code as applied to this solicitation.

A. GENERAL PROVISIONS

1. Effect of Vendor’s Signature on Vendor’s Response.

By Vendor including its digital or electronic signature on the response:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that the solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY’S ACCEPTANCE OF VENDOR’S OFFER AS SET FORTH IN ITS RESPONSE, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting the response is authorized to sign on Vendor’s behalf and has actual legal authority to bind Vendor to the solicitation’s terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor’s response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor’s response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with the County within the last three (3) years, unless otherwise noted in Vendor’s response.

(e) All statements in Vendor's response are accurate, true, and correct. Vendor acknowledges that any inaccurate, untruthful, or incorrect statement made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services under the contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's responsibility to ensure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are to Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in Vendor's response is a public record available for public inspection and copying pursuant to Section 119.071, Florida Statutes. If Vendor contends any material constitutes or contains trade secrets or is otherwise exempt from disclosure under Florida public records laws (collectively, "Trade Secret Materials"), Vendor must separately submit and conspicuously label the Trade Secret Materials as "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." Unless submitted in accordance with this paragraph, Vendor waives any claim of confidentiality or trade secret with respect to any and all information included in the Vendor's response. If a third party submits a public records request for Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Vendor, and Vendor must indemnify and defend County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Trade Secret Materials in response to a public records request by a third party.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation until 120 days after the deadline for filing responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Solicitation.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the Terms and Conditions of the Solicitation.

6. Prices.

All responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** Vendor certifies that the prices it is proposing in its response are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified in the solicitation, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(d) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered by the County in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation.

(e) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extended price (i.e., unit price multiplied by quantity), the unit price shall govern.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest responsive and responsible Vendor. When two or more Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include in its response prices for all items within the group.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners ("Board"), as applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified in the solicitation. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions, and Vendor's submittal of its response to the solicitation shall be deemed to constitute Vendor's consent to such inspection. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any Vendor nonresponsible where evidence or evaluation is determined to indicate insufficient or uncertainty regarding capacity or ability to perform. The County may also consider a Vendor's history of any and all types of citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for rejection of Vendor's response and constitutes grounds for termination of Vendor's contract if awarded the solicitation. Vendor shall notify the County immediately of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time prior to award of the contract.

9. Affiliated Entities.

Each Vendor must disclose in its response the names and addresses of its principals and identify all affiliates of Vendor at any time in the five (5) years preceding the date the solicitation was posted. For purposes of this section: (a) "principal" is an individual who is an officer or member of Vendor, or an owner of at least 10% of the equity interest of Vendor; (b) "affiliate" is any entity that directly or indirectly controls, is controlled by, or is under common control with, Vendor or principal(s) of Vendor; and (c) "control" means (i) ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or (ii) status as a general partner in the case of a partnership, or (iii) any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of the entity, or (iv) in the case of a corporation or a partnership, if the abovementioned applicable level of ownership or control is prohibited in any country where the entity is organized or maintains its headquarters or principal place of business, then the maximum ownership or control level for the entity permitted in that country.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing on or before 5:00 p.m. on the fifth (5th) business day after the proposed award or ranking is posted on the Purchasing Division's website.

(c) The protest must be made in writing and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified constitutes a waiver of the right to protest. Pursuant to Section 21.71 of the Procurement Code, the filing of a protest is a remedy that must be exhausted before filing an appeal or civil action.

(e) As a condition of initiating any protest, the protestor must present the Director of Purchasing with a filing fee. The filing fee is calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County’s estimated contract price for the project. The County will accept money order, certified check, or cashier’s check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

11. Public Entity Crimes; Public Business Discrimination; Foreign Country of Concern.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes. Vendor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and if awarded the contract will remain for the duration of the contract, in full compliance with Section 286.101, Florida Statutes. Violation of this section shall result in cancellation of Vendor’s contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures that preclude inquiry into an employment applicant’s criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff or with certain County personnel. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development (“OESBD”) (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises, County Business Enterprises, Disadvantaged Business Enterprises, or Airport Concessions Disadvantaged Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other specific County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances). Any violation of the Cone of Silence Ordinance by Vendor or any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County’s Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Board.

17. Contingency Fees.

Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder’s fee) to any person or organization, other than a bona fide employee working solely for 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 suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

Unless exempt under applicable law, any Vendor maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division (“Business Tax Receipt”) prior to recommendation for award. Unless exempt, Vendors that do not have a current Business Tax Receipt may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

The County may review any Vendor’s Dun & Bradstreet rating and payment performance to assist in determining a Vendor’s responsibility regarding this solicitation.

20. Samples.

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

21. “Or Equal” Clause.

Whenever a material, article, or piece of equipment is identified in the solicitation by reference to a manufacturer or brand name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words “no substitution is permitted,” any material, article, or piece of equipment of any other manufacturer or brand that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that

the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by mutual consent of County and Contractor for up to two (2) additional one (1) year renewal terms. The total contract period, inclusive of the above-referenced renewal terms, shall not exceed five (5) years, unless renewed or extended pursuant to action by the Board. The continuation of the contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines to renew the contract as set forth above, the County will provide Contractor with notice of the County's intent to renew in advance of the contract expiration date. If Contractor consents to the renewal or otherwise confirms the request to renew (which may be done electronically), the contract shall be renewed for the stated period. All prices, terms, and conditions of the contract shall remain firm for any renewal period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not renew the contract, or if no further renewal of the contract period is available, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for an extension period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such performance during the extension period at the rate in effect when the Director of Purchasing directed Contractor to continue performance for an extended period beyond the contract expiration date.

2. Orders and Quantities. The contract may be for: (a) a definite quantity; (b) an open-end/indefinite quantity; or (c) all of the County's requirements. The Special Instructions specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If subcontractor or supplier fees or costs are included in a Contractor invoice to the County, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each such invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds.** In the event funds for the contract are not made available or otherwise allocated by the Board, the County may terminate the contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator 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 solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of the contract notwithstanding whether any breach was previously waived or cured.

(c) **For Convenience.** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from the County. However, upon being notified of the County's election to terminate, unless directed otherwise in writing by the County, Contractor 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 or damages for Contractor's reliance on continued performance of the contract beyond the effective date of the termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all goods and services, including manufactured items and fabricated assemblies, shall comply with applicable requirements of the Occupational Safety and Health Act (“OSHA”) and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being “locked-out” in accordance with OSHA 29 CFR § 1910.147, Hazardous Energy Control. Pursuant to OSHA 29 CFR § 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance provided or delivered pursuant to this solicitation to the County must be compliant with the Global Harmonized System (“GHS”) for Hazard Communication accompanied by a Safety Data Sheet (“SDS”) consisting of 16 sections, which SDS must be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, Florida 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County’s notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County’s notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs, medication, or other perishable goods. With respect to foodstuffs, medication, and other perishable goods, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor’s failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Contractor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Contractor represents and certifies that if Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the contract, or if Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to the County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this section. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with the contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of the contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) **Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

(b) **Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the contract. The provisions of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under the contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the County:

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

Contractor must identify in its response a designated person and address to whom notice shall be sent when required by the contract.

13. 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THE CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THE CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection with the contract or the goods or services provided pursuant to the contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither the contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing requirements of this Section C.16 in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this section. Failure to comply with above requirements is a material breach of the contract and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. Criminal History Screening. [Generally applicable to contracts over \$100,000]

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

18. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of the contract between the County and Contractor.

19. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of the contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract and following completion or termination of the contract if the records are not transferred to the County; and
- (d) Upon completion or termination of the contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding the contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees, officers, and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

20. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to the contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the contract and performance under the contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the contract for at least three (3) years after expiration or termination of the contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

21. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with the contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments due to Contractor until Contractor complies with the provisions of this section.

22. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

23. Contractor Responsibilities; Time is of the Essence; Waiver; Remedies.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under the contract. The County's election not to enforce any particular breach(es) does not

waive the County's right to enforce any other breach(es) and shall not be construed as a modification of the contract. All remedies provided in these General Conditions are cumulative.

24. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

25. Independent Contractor.

The relationship between the County and Contractor is an independent contractor relationship, and nothing in the contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing goods or services as specified in the solicitation, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under the contract.

26. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under the contract is as a Party to the contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from the contract, and shall not be attributable in any manner to the County as a party to the contract.

27. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of the contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

28. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into the contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the contract and that no third party shall be entitled to assert a right or claim against either of them based upon the contract.

29. Compliance with Laws; Code Requirements.

Contractor and the goods and services provided by Contractor pursuant to the contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor and its subcontractors must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rules, regulations, and codes applicable to performance of the contract. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

30. E-Verify.

Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into the contract will not violate that statute. If Contractor violates this section,

County may immediately terminate the contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

31. Ownership Disclosure Form.

By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by the County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

32. Restrictions on Use of Certain Plastics and Products on County property.

Contractor shall not sell or provide for use on County property expanded polystyrene food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, single-use plastic beverage straws, or single-use plastic stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

33. Amendments; Severability.

All changes to purchase orders shall be by issuance of a change order or amended purchase order by the County. Any modification or change to the contract must be by written amendment signed by Contractor and the County. If any part of the contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the contract and the balance of the contract shall remain in full force and effect.

Rev. 6/22/2022

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

a) Access to Security Identification Display Areas and Identification Media.

Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost

or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

- 1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
- 2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
- 3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
- 4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

- 1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

Bid Bond, Bid Security, Performance and Payment Security, and Qualifications of Surety Requirements:

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the **Qualifications of Surety Requirements**. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved **Bid Bond Form** may be found at: [https://www.broward.org/Purchasing/Pages/StandardTerms_copy\(1\).aspx](https://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx) under the section "Standard Guaranty and Bond Forms."
- B. **Bid Security:** In lieu of a bid bond, the following will be acceptable: money order, certified check, cashier's check, an original **Bid Security - Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guarantee.
1. The bid security shall be in an amount equal to five percent (5%) of the total price offered, payable to Broward County and conditioned upon the successful Vendor providing the Performance and Payment Security, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.
 2. Security of the successful Vendor shall be forfeited to the Broward County not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Security or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid securities of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
 3. Vendors must either submit an electronic bid bond through Periscope S2G or submit an original bid security to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
 - a. To submit an electronic bid bond, Vendor must submit through Periscope S2G, using **Surety 2000**. Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact **Surety 2000** to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in BidSync (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into Periscope S2G.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
 - b. To submit an original bid security, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid security in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid security should also be uploaded into Periscope S2G. The uploaded copy of the bid guarantee does not replace the original bid security submission requirement. Vendors must submit the original bid guarantee, by the solicitation due date and time, to:

Broward County Purchasing Division 115
South Andrews Avenue, Room 212 Fort
Lauderdale, FL 33301

- C. **Performance and Payment Security:** within 10 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the:

Goods and Services - Performance Bond Form and Payment Bond Form OR

For All Other Broward County Form (BCF) Agreements - Performance Bond Form and Payment Bond Form

1. The bonds shall be in the amount of **one hundred percent (100%)** of the total contract amount of a fixed contract or total contract amount of the initial contract term of a multi-year contract containing one or more renewable term guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the performance or work with liability equal to one hundred percent (100%) of the Contract price for work performed, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the work.
3. For Construction Contracts Only: Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of , money order, certified check, cashier's check or an original **Bid Guarantee - Unconditional Letter of Credit** (for BCF agreements) or **Bid Guarantee - Unconditional Letter of Credit** (for Goods and Services) as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guarantees (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guarantees (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

D. Qualifications of Surety Requirements: A bid bond, performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
 - c. The surety company shall have at least the following minimum ratings:

Amount of Bond	Surety Ratings	Financial Size Category
\$500,001 to \$1,000,000	A, A-	Class I
\$1,000,001 to \$2,000,000	A, A-	Class II
\$2,000,001 to \$5,000,000	A	Class III
\$5,000,001 to \$10,000,000	A	Class IV
\$10,000,001 to \$25,000,000	A	Class V

\$25,000,001	to	\$50,000,000	A	Class VI
\$50,000,001		or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Revised 11/24/2021

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM: Name:

Title:
E-mail:
Telephone No.:

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail for purchase orders:

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
 - a)
 - b)
 - c)
 - d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
 Yes No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
 Yes No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
 Yes No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchase?
 Yes No N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
 Yes No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
 Yes No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
 Yes No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
- Yes No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- Yes No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.
- Yes No
25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing
- Yes No

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, 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), the Florida Statutes 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 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. 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.
- Select One:
- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

27. Participation in Solicitation Development:
- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

28. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

29. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.
- Yes No

31. What equipment does your firm own that is available for this contract?

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION

The completed and signed should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

VENDOR NAME

TITLE

DATE

REVISED MAY 1, 2021

LITIGATION HISTORY FORM

- A. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type)

- Parent Company
- Subsidiary
- Predecessor Firm
- None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff Vendor is Defendant

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

Type of Case: Bankruptcy Civil Criminal Administrative/Regulatory

Claim or Cause of Action and Brief description of each Count:

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending Settled Dismissed

Judgement: Vendor's Favor Against Vendor

If Judgement is Against is Judgement Satisfied? Yes: No:

Attach copy of any applicable Judgement, Settlement Agreement and Satisfaction of Judgement.

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises

This should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This does not substitute for certification or application for certification.

- Firm is a Broward County certified SBE.
- Firm is a Broward County certified CBE
- Firm is not a Broward County certified SBE or CBE

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Revised May 1, 2021

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer (“BAFO”) and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form and all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County’s written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

Option 1: The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- i. a physical business address located within the limits of Broward County, listed on the Vendor’s valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the “Local Business Location”).

If Option 1 selected, indicate **Local Business Location**:

Option 2: The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

Option 3: The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

- Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

- Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (joint venture composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised June 17, 2022

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and a. 215.4725 Florida Statutes regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in Periscope S2G.

1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021



Vendor Reference Verification Form for Bids and Quotes

Broward County Solicitation No. and Title:

Reference for (Name of Firm):

Organization/Firm Name providing reference:

Contact Name:

Title:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Contract Amount:

Date Services Provided:

(list date range or date services began until "current")

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

Additional Comments: (provide on additional sheet if needed)

References Checked By

Name:

Title:

Division/Department:

Date of Verification:

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: <https://www.broward.org/purchasing>.

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations

are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all

deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Copier Lease, Service and Repair and Professional Consulting Services
Agency: Enterprise Technology Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000 If Airside \$5,000,000	\$2,000,000 If Airside \$5,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000 If Airside \$5,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Risk Management Division

Question and Answers for Bid #TEC2125067B1 - Copiers, Cost-Per-Copy

Overall Bid Questions

Question 1

When will the Pre-Bid Meeting be held? (Submitted: Sep 27, 2022 9:23:41 AM EDT)

Answer

- The Pre-Bid Meeting is scheduled for Wednesday, October 5, 2022 at 1:00PM. It will be held via Microsoft Teams. Attendance is Optional.

Microsoft Teams meeting:

Join on your computer, mobile app or room device

Meeting ID: 251 982 157 010

Passcode: 8SdJCa

Or call in (audio only)

+1 754-900-8519,,248807710# United States, Fort Lauderdale

Phone Conference ID: 248 807 710#

Please "Mute" to limit background noise. (Answered: Sep 27, 2022 9:30:45 AM EDT)

Question 2

How will this bid be evaluated? (Submitted: Oct 4, 2022 8:41:00 AM EDT)

Answer

- This will be a Group Award. All ten line items within the Group must be bid. Award will be made to the lowest responsive and responsible Vendor. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 3

EQUIPMENT

a. Will alternatives bids be considered?

b. Please provide floor plans

c. Please provide Excel sheet of exhibit "B" (Submitted: Oct 4, 2022 8:41:57 AM EDT)

Answer

- a. No, each vendor is encouraged to follow the bid instructions.

b. Floor plans are not applicable to this bid. Pricing is based on segments and Exhibit B provides a geographic view of locations. County shall provide a Project manager to assist the awarded vendor with deployment schedules.

c. Spreadsheets are not applicable to this bid. Pricing is based on segments and Exhibit B provides a geographic view of locations for vendors to include any installation costs within the price per page pricing. County shall provide a Project Manager to assist the awarded vendor with deployment schedules. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 4

EQUIPMENT

a. In the best interest of the Broward County Board, we suggest security features
i. Access Management System; Trusted Platform Module (TPM); mailbox password protection; hard disk encryption (FIPS 140-2 validated); verify system at startup; IEEE802.1x; S/MIME; Adobe LiveCycle Rights Management ES2.5 integration; device signature; secure watermarks; confidential fax in boxes; integrates with existing third-party Security Information and Event Management (SIEM) systems to help provide real time detailed insights into potential threats to network and printers; includes technology to verify that the device boot process, firmware and applications initialize without alterations or tampering; security policy settings can be controlled with a dedicated password, configured from a central location and exported to other supported devices; standard McAfee Embedded Control blocks the execution of unauthorized applications through intelligent whitelisting
(Submitted: Oct 4, 2022 8:53:13 AM EDT)

Answer

- Each segment describes the minimum security requirements of the device when selecting the product for submission. See Security Requirements for additional security terms. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 5

EQUIPMENT

- a. Please describe the responsibilities of the print shop.
i. Standard print jobs
ii. Outsourced print jobs (Submitted: Oct 4, 2022 8:53:38 AM EDT)

Answer

- This bid addresses County Agencies and local office copying/printing needs and does not reflect work required by the County's Print Shop. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 6

EQUIPMENT

- a. How many moves have occurred during the present contract period (Submitted: Oct 4, 2022 8:54:10 AM EDT)

Answer

- Historical Information is not kept on the number of moves, an expected average of five moves per year may occur. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 7

TERMS AND CONDITIONS

- a. CONTRACT PERIOD
i. Will the city consider a 5-year contract vs 3+1+1?
ii. What is the average term of contract over last 3 contracts. (Submitted: Oct 4, 2022 8:54:59 AM EDT)

Answer

- The contract has a term of Five-Years. (Answered: Oct 5, 2022 3:22:16 PM EDT)

Question 8

TERMINATION

- i. When was the last time the termination for convenience was utilized (Submitted: Oct 4, 2022 8:55:27 AM EDT)

Answer

- The County processes various contract adjustments through our County Commissioners, actions are searchable

on Broward.org. The Enterprise Technology Services Division, Infrastructure Services Group processed a mutual Termination for Convenience on October 9, 2018 **(Answered: Oct 5, 2022 3:22:16 PM EDT)**

Question 9

1. Please confirm the contract term, the bid references both a 5-yr term and a 3-yr term.?
2. Are you guaranteeing a minimum amount of copies a month for billing? **(Submitted: Oct 4, 2022 2:40:10 PM EDT)**

Answer

- 1. The contract has a term of Five-Years.
- 2. Each segment states a Minimum Billable Impressions Allowance per quarter. **(Answered: Oct 5, 2022 3:22:16 PM EDT)**

Question Deadline: Oct 18, 2022 2:00:00 PM EDT