

## Anhydrous Ammonia, 150lb Cylinders

**Actions**

↓ Reports

**?**  
Current Spend

**?**  
New Spend

**?**  
Target Savings

**?**  
Actual Savings

☐ Submissions ☐ Evaluation Groups

## ☰ Strategic Sourcing

## Anhydrous Ammonia, 150lb Cylinders

SHAMAR BRISSETT [sbrissett@broward.org](mailto:sbrissett@broward.org) ([mailto:sbrissett@broward.org?subject=Message for Project - Anhydrous Ammonia, 150lb Cylinders \(OPN2130116B1\)\)](mailto:sbrissett@broward.org?subject=Message%20for%20Project%20-%20Anhydrous%20Ammonia%20150lb%20Cylinders%20(OPN2130116B1)))

**Contract Renewal**  
Four One-Year Renewals

**Bonding Required**  
No

**OESBD Designation Goal Participation Type (Non-Multi)**  
No Goal

**Public Works/Construction**  
No

**Living Wage Applicable**  
No

**Grant Funded**  
No; Not Applicable

**Standardized**  
No; Not Applicable

**Best and Final Offer**  
Yes

**Scope of Work:**

This open-end contract is for the purchase of Anhydrous Ammonia, 150-Pound Cylinders for the Water and Wastewater Services and various other Broward County agencies that may have need of these services and/or products in accordance with the Specifications and Requirements.

Office of Economic and Small Business Development Requirements refer to:

Anhydrous Ammonia, 150lb Cylinders

- Office of Economic and Small Business Development Procurement Preferences for Small Business Enterprises and County Business Enterprises

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the solicitation requirements. All questions or clarification inquiries must be submitted through Bonfire BPRO by the Questions due date. The County will respond to questions in Bonfire BPRO (Messages section).

Submittals: Vendor MUST submit its solicitation response electronically through Bonfire BPRO and receive a Submission Receipt. It is solely the Vendor's responsibility to ensure its response is submitted and received through Bonfire BPRO by the closing date and time. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit in advance of the closing date and time. Refer to the Purchasing Division website or contact Bonfire for submittal instructions. In the event that the Vendor is having difficulty submitting a document, immediately notify the Purchasing Agent and then contact Bonfire BPRO for technical assistance.

Public Document Takers ✓ Advanced Algorithms ✕ Consensus Scoring ✕ Submission Type: Excel Submission  
Pricing Sheet ✕ Rank Analysis ✕ Prime/Subcontractor Listing ✓ Alternate Options ✕ Public Q&A ✓

Current Spend	Target Savings	Budget	New Spend
-	-	-	-

Events

Status ⬆	Event Name ⬆	Event Privacy ⬆	Location ⬆	Description ⬆
PASSED	Open Date	N/A	Online Portal	Posting date for the Opportunity
PASSED	Questions Due Date	N/A	Online Portal	Deadline to submit Questions
PASSED	Close Date	N/A	Online Portal	Deadline for Submissions
PASSED	Evaluate By Date	N/A	Online Portal	Deadline to evaluate Project Subm



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BPRO Electronic Procurement System

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Ref. #: OPN2130116B1

Department: FASD - Purchasing

Type: ITB

Status: **CLOSED**

Open Date: Apr 3rd 2025, 8:00 AM EDT

Questions Due Date: Apr 10th 2025, 5:00 PM EDT

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Contact Information: Shamar Brissett (Primary), David Campbell (Alternate), sbrissett@broward.org, davcampbell@broward.org

Close Date: Apr 25th 2025, 2:00 PM EDT

Days Left: Submissions are now closed

Contract Duration:  
Open-End: One-Year Initial

Contract Renewal:  

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newals

**Bonding Required:**

No

[Portal](#)**Total Amount of Pass-Thru Allowance (Initial Term or Fixed):**

0

**OESBD Designation Goal Participation Type (Non-Multi):**

No Goal

**OESBD Designation Goal Participation Type (Multi):**

No Goal

**Goal Assigned Percentage (0 if No Goal):**

0

**Public Works/Construction:**

No

**Project Description:**

Scope of Work:

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by other means. Vendors are encouraged to submit in advance of the closing date and time. Refer to the Purchasing Division website or contact Bonfire for submittal instructions. In the event that the Vendor is having difficulty submitting a document, immediately notify the Purchasing Agent and then contact Bonfire BPRO for technical assistance.

Important Events:

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Status	Event Name	Location	Description
PASSED	Open Date	Online Portal	Posting date for the Opportunity Apr 3rd 2025, 8:00 AM EDT N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions Apr 10th 2025, 5:00 PM EDT N/A
PASSED	Close Date	Online Portal	Deadline for Submissions Apr 25th 2025, 2:00 PM EDT N/A

Commodity Codes:

- NIGP 885 Water And Wastewater Treating Chemicals
- NIGP 33518 Fertilizer, Anhydrous Ammonia
- NIGP 57895 Water, Potable and Non-Potable, (See 390-91 for Bottled Water)
- NIGP 88578 pH Control Chemicals: Caustic Soda, Lime, Muriatic Acid, Quicklime, Soda Ash, etc.
- NIGP 88594 Water Treating Chemicals (Not Otherwise Classified)
- NIGP 89015 Complete Water Treatment Systems, Chemical
- NIGP 89052 Removal Equipment, Water Treatment: Ammonia, Bacterial, Iron, Etc.
- NIGP 3351810 FERTILIZER, ANHYDROUS AMMONIA
- NIGP 3351836 GAS, ANHYDROUS AMMONIA (PREMIUM GRADE - 99.99% PURE)
- NIGP 8851635 CHEMICALS, WATER TREATMENT
- NIGP 8858277 CHEMICALS, SEWAGE TREATMENT
- NIGP 8859418 CHEMICALS, WATER TREATING, (NOT OTHERWISE CLASSIFIED)

Supporting Documentation:

Download All Files

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File	Type	Description
Bid Document	Form	Requested Information Apr 3rd 2025, 8:00 AM EDT <div>View</div> <div>Download</div>
3 <a href="#">Skip Top Navigation</a> king Affidavit.docx	Documentation	Complete and sign this form. Sep 6th 2024, 1:09 PM EDT <div>Download</div>



Domestic Partnership Act Certification.docx	Library	Documentation	Complete and sign this form.	Sep 6th 2024, 1:09 PM EDT	<a href="#">Download</a>
General Conditions - Quotes & Bids.pdf		Documentation		Nov 18th 2024, 12:49 PM EST	<a href="#">Download</a>
Insurance Requirements - Quotes & Bids.docx		Documentation		Sep 7th 2024, 12:12 PM EDT	<a href="#">Download</a>
Insurance Requirements Form - OPN2130116B1 - Anhydrous Ammonia.pdf		Documentation		Mar 18th 2025, 3:39 PM EDT	<a href="#">Download</a>
Litigation History.docx		Documentation		Sep 10th 2024, 12:25 PM EDT	<a href="#">Download</a>
Location Certification - Invitation to Bid.docx		Documentation	Complete and sign this form.	Sep 12th 2024, 1:46 PM EDT	<a href="#">Download</a>
OESBD - Procurement Preferences SBE-CBE.docx		Documentation		Sep 6th 2024, 1:09 PM EDT	<a href="#">Download</a>
OESBD Ownership Disclosure.docx		Documentation		Sep 6th 2024, 1:09 PM EDT	<a href="#">Download</a>
Security Requirements.docx		Documentation		Sep 7th 2024, 12:18 PM EDT	<a href="#">Download</a>
Special Instructions to Vendors - OPN2130116B1 - Anhydrous Ammonia.pdf		Documentation		Mar 25th 2025, 4:31 PM EDT	<a href="#">Download</a>
Specification and Requirements - OPN2130116B1 - Anhydrous Ammonia.pdf		Documentation		Mar 18th 2025, 3:39 PM EDT	<a href="#">Download</a>
Summary of Vendor Rights for Broward County Competitive Solicitations.docx		Documentation		Sep 6th 2024, 1:09 PM EDT	<a href="#">Download</a>
Vendor Questionnaire - Quotes & Bids.docx		Documentation	Complete and sign this form.	Nov 14th 2024, 12:35 PM EST	<a href="#">Download</a>

Requested Information:

Listed below are the documents and information needed to complete your submission:

Required with submission

Name	Type	# Files	Requirement	Instructions
Bid Table (Fixed Price If 3 ) (BT-02GI)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.

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Vendor Questionnaire -  
Quotes & Bids

File Type: Any  
(.)

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Submit with bid or within three business days of County's request

Name	Type
Anti-Human Trafficking Affidavit	File Type: Any (.*) Multiple OPTIONAL
Broward County Local Business Tax Receipt	File Type: Any (.*) Multiple OPTIONAL
Certificate of Insurance or Letter from Insurance Carrier or Requirements	File Type: Any (.*) Multiple OPTIONAL
Domestic Partnership Act Certification	File Type: Any (.*) Multiple OPTIONAL
Litigation History	File Type: Any (.*) Multiple OPTIONAL
OESBD Letter of Intent and/or Application of Good Faith Efforts or Procurement Preference	File Type: Any (.*) Multiple OPTIONAL

Document Takers

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Vendors	# Files	Actions
Airgas USA, LLC	9	<div>View</div>
BBR Printers	60	<div>View</div>
Brenntag Mid South Inc	16	<div>View</div>
Broward Nelson	17	<div>View</div>
BuildCentral Inc	14	<div>View</div>
Deltek	15	<div>View</div>
EOC	69	<div>View</div>
3	5	<div>View</div>

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HAWKINS INC		4			<a href="#">View</a>
jitub		3			<a href="#">View</a>
Jorge Mendes Landscaping		15			<a href="#">View</a>
Kijero LLC		3			<a href="#">View</a>
Lakeshore Learning Materials, LLC		29			<a href="#">View</a>
Nerds Inc		14			<a href="#">View</a>
PWXPRESS		15			<a href="#">View</a>
The Tools Man, Inc.		1			<a href="#">View</a>
Trusted & Dependable Solutions LLC		1			<a href="#">View</a>
Univar Solutions USA LLC		15			<a href="#">View</a>

Interested Contractors

Prime/General Contractors		Subcontractors		
<div>Search</div>				
Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

 Messages

<b><u>Public Notices (2)</u></b> (0)	<b><u>Vendor Discussions (0)</u></b> (0)	<b><u>Public Q&amp;A (3)</u></b> (0)
<div>Search</div>		
3		
<a href="#">Skip Top Navigation</a>		



Bid No. & Title: OPN2130116B1 Anhydrous Ammonia, 150lb Cylinders Bid Tabulation

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4:30 PM

**SHAMAR BRISSETT** [Portal](#)

**Project Details Have Changed**

- Project Close Date changed. Bid close date extended.

4:13 PM

Create a new Public Notice

Click New Public Notice or click a conversation on the left to see message here.

 **Submissions and Prime/Subcontractor Interest**

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This project is not open for proposal submissions at this time.



**Dashboard**   **Intake**   **Community**   **Projects**



**SHAMAR B.**  
BPRO Electronic Pr...

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**Portal**

## Responses

**Success: All data is valid!**

							Numeric	Numeric	
Status	Bid/No Bid Decision	#	Item	Item Description	Quantity Required	Unit of Measure	Delivery Time (Calendar Days)	Unit Price	Total Cost
Not Bidding	No Bid	#0-1	Anhydrous Ammonia, 150LB Cylinders	Furnish and deliver Anhydrous Ammonia, 150lb cylinders as per Specifications and	50	EACH			-
Basket Total	\$ 0.00								
Grand Total	\$ 0.00								

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

### INVITATION TO BID

Refer to applicable section below. The completed form should be returned with the Vendor's submittal. Failure to submit this form by stated timeframes may deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

**Domestic Partnership Responsiveness Requirement** (Refer to Instructions to Vendors, if applicable)

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

**Domestic Partnership Tiebreaker** (Refer to Instructions to Vendors, if applicable)

To be eligible for the Domestic Partnership tiebreaker, the Vendor must currently offer the Domestic Partnership benefit and the completed form must be returned at the time of solicitation submittal. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

The [Domestic Partnership Act, Sections 16½ - 150 through 16½ -165](#), Broward County Code of Ordinances (the "Act"), requires Vendors contracting with the County for goods and services in an amount over \$100,000 to provide benefits to the registered domestic partners of their employees on the same basis as they provide benefits to the employees' spouses, with certain exceptions as provided by the Act.

For all submittals over \$100,000, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, and certifies the following: (check only one box below)

- ☐ The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to registered domestic partners of its employees on the same basis as it provides benefits to its employees' spouses.
- ☐ The Vendor will comply with the requirements of the County's Domestic Partnership Act at the time of contract award and provide benefits to registered domestic partners of its employees on the same basis as it provides benefits to its employees' spouses.
- ☐ The Vendor will not comply with the requirements of the County's Domestic Partnership Act at the time of award.
- ☐ The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at the time of award because the following exception(s) applies: (check only one below).
  - ☐ The Vendor employs less than five (5) employees.
  - ☐ The Vendor does not provide benefits to employees' spouses.
  - ☐ 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.

## DOMESTIC PARTNERSHIP ACT CERTIFICATION

### INVITATION TO BID

- ☐ The Vendor provides an employee the cash equivalent of benefits (Attach an affidavit in compliance with the County's Domestic Partnership 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:** Click or tap here to enter text.

**Signature:** \_\_\_\_\_

**Printed Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.

*Form Date 9/9/24*

## ANTI-HUMAN TRAFFICKING AFFIDAVIT

This completed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three (3) business days after the County's request and upon award, renewal, or extension of a contract with Broward County. The Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

The Vendor indicated below does not use coercion for labor or services, as such terms are defined in [Section 787.06, Florida Statutes](#).

Under penalties of perjury, the undersigned declares that they have read the foregoing statement and that the facts stated in it are true.

**Vendor Name:** Click or tap here to enter text.

Signature: \_\_\_\_\_

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

*Form Date 9/9/24*

**INSURANCE REQUIREMENTS  
QUOTATION REQUEST AND INVITATION TO BID**

**(Refer to the Minimum Insurance Requirements Form)**

- A. The insurance requirements designated in the Minimum Insurance Requirements Form indicate the minimum coverage required for the scope of work, as determined by the County's Risk Management Division. The Vendor must provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker that states the ability of the Vendor to meet the requirements upon award/recommendation of award.
- B. If not provided with the solicitation response, the Vendor must submit within three business days after the County's written request. Failure to submit within the stated timeframe shall determine the Vendor to be nonresponsive to the Insurance Requirements. Final award shall be subject to receipt and acceptance by the County of proof of meeting all solicitation insurance requirements. 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.
- C. Without limiting any of the other obligations or liabilities of the Vendor, the Vendor must 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 Requirements Form under the conditions listed below. If a limit or policy is not indicated on the Insurance Requirements Form by a checked box, it is not required as a condition of this contract. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
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 must be expressly named as an Additional Insured in the name of Broward County for claims arising out of operations performed for the County, by or on behalf of the Vendor, or acts or omissions of the Vendor in connection with general supervision of such operation. If the Vendor uses a subcontractor, then the Vendor shall require that subcontractor to name Broward 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 must be listed on Vendor's certificate of insurance.

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 Requirements Form, prior to award. If deliveries are being made by a third-party carrier, other pertinent coverages listed on the Insurance Requirements Form are still required.

Indicate how product is being delivered:

Company Vehicle:    ☐ Yes    ☐ No

If Common Carrier, indicate carrier: [Click or tap here to enter text.](#)

Other: [Click or tap here to enter text.](#)

**Vendor Name:** [Click or tap here to enter text.](#)

**INSURANCE REQUIREMENTS**  
**QUOTATION REQUEST AND INVITATION TO BID**

3. Workers' Compensation insurance for all employees in compliance with Chapter 440, Florida Statutes, and all applicable federal law. The policy must include Employers' Liability with minimum limits for 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. The Vendor must endorse the 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 conducted to 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 of the value of the property. Coverage must be "All Risks" Completed Value form with a deductible not to exceed ten thousand dollars (\$10,000) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name 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. The Vendor must maintain a deductible that is commercially feasible and that does not exceed five percent (5%) of the value of the Contract price. Such Policy must name 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 supplies, 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. If a claim occurs for this Project and is made upon the County's insurance policy, other than for a windstorm, the Vendor will pay at least ten thousand dollars (\$10,000) 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.

**INSURANCE REQUIREMENTS  
QUOTATION REQUEST AND INVITATION TO BID**

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 must remain in force for the minimum length of time indicated, include an annual policy aggregate, and name Broward County as an Additional Insured. The 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. The Vendor shall notify County in writing within thirty (30) days after any claim is filed or made against its Professional Liability Insurance policy. The 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.
- D. 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 of the Vendor within fifteen (15) calendar days after a written request by County.
  - E. Unless prohibited by the applicable policy, Vendor waives any right to subrogation that any of Vendor's insurer may acquire against County and agrees to obtain same in an endorsement of Vendor's insurance policies.
  - F. 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, and at least ten (10) days' notice of any cancellation due to nonpayment.
  - G. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documents required to comply with this contract (certificates and endorsements being provided to the County for review and approval).
  - H. 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.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS**  
**PROCUREMENT PREFERENCES FOR SMALL BUSINESS ENTERPRISES AND COUNTY BUSINESS ENTERPRISES**

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

In accordance with [Section 1-81.10, of the Broward County Business Opportunity Act](#), Section 1-81 et seq. of the Broward County Code of Ordinances, (the "Act"), 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) Vendor, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE Vendor (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE Vendor 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 Vendor is currently certified Broward County SBE and/or CBE. If the Vendor 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 form does not substitute for certification or application for certification.

- ☐ Vendor is a Broward County certified SBE.
- ☐ Vendor is a Broward County certified CBE
- ☐ Vendor is not a Broward County certified SBE or CBE

**Vendor Name:** Click or tap here to enter text.

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

## SUMMARY OF VENDOR RIGHTS FOR 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](#).

### 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 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 Broward County 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), RFPs, RFQs, 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 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 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 Broward County 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 Broward County 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 Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

### Cone of Silence:

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 Broward County Board of County Commissioners takes other action which ends the solicitation, as stated in more detail in the Cone of Silence Ordinance.

Any violations of the Code of Silence Ordinance by any vendor or 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.

## OWNERSHIP DISCLOSURE

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. **In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.**

Submit the form only through the link provided below. Do not submit the form as part of Vendor's response in electronic bidding system.

Link for form submittal: [Ownership Disclosure Form](#)

*Form Date 9/9/24*

## SECURITY REQUIREMENTS

### A. General Security Requirements:

1. All contractor personnel requiring unescorted access to Broward County facilities must obtain a County-issued contractor identification badge ("contractor ID badge"), unless otherwise specifically stated herein. The requirements for contractor personnel in this document are also required of subcontractor personnel, unless otherwise expressly 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. Contractors may contact Broward County Security at (954) 357-6000 or [FMSecurity@broward.org](mailto:FMSecurity@broward.org) for the required background screening requirements associated with access to specific facilities.
3. Contractor ID badges must be visible and worn at all times together with the contractor's company/business ID or badge. 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.
4. 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>
5. 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 Form or assist the contractor in completing an online application for the County issued contractor ID badge.
6. 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 must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When contractor ID 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 their supervisor. Broward County Security will then supply a 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 badges. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badges to the Project Manager and/or to Broward County Security.
7. 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.
8. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue, Fort Lauderdale, FL 33301. Telephone (954) 357-6000.

## SECURITY REQUIREMENTS

9. All contractor personnel must wear distinctive and neat appearing uniforms with the contractor's company name. Subcontractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
10. Contractor personnel will not be allowed unescorted on the job site without a valid contractor ID badge.
11. These General Security Requirements are in addition to any requirements of specific facilities as stated herein. Additional security requirements may also be included in the applicable solicitation or contract or communicated by the Contract Administrator during the contract period.

### **B. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities have areas designated as critical to security and public safety, pursuant to Broward County Code of Ordinances 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) or the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

Any contractor personnel 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. Any contractor personnel 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.

### **C. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on County premises 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 must obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager or other designated escort, and must be under the direct supervision of a foreperson for the contractor. The foreperson must have a contractor ID badge granting access to the applicable building or structure, be aware of the crew members' whereabouts, have completed the appropriate background check for the location and type of work being undertaken, and been issued and is displaying a contractor ID badge.

All members of a night cleaning crew, and all work crew members who will not be escorted when working at a critical County facility, must complete a background investigation appropriate to the requirements of the facility.

### **D. Other Vendors:**

Other vendors, such as delivery personnel and vending machine operators, without a contractor ID badge may obtain a visitor pass for limited, escorted access. Such persons must 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.

### **E. Port Everglades Locations:**

1. The Port Everglades Department requires persons to present, at port entry, a valid driver 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, and agents visiting or working

## SECURITY REQUIREMENTS

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.

2. 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.
3. 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 online to <https://www.tsa.gov/for-industry/twic>.

### **F. Airport Security Program and Aviation Regulations:**

1. Contractors must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by the County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that contractor and subcontractor personnel, including, but not limited to, employees, invitees, and guests of contractor and subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, contractors shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of contractor, subcontractor, or Contractor Personnel, the County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then contractor shall pay and/or reimburse to the County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by the County in enforcing this provision. Contractors shall 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. If a contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
2. Access to Security Identification Display Areas and Identification Media. Contractors shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Contractor Personnel including those who are authorized access to Security Identification Display Areas ("SIDA") on

## SECURITY REQUIREMENTS

the Airport, as designated in the Airport Security Program. In addition, contractors shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media, the immediate return of the media of Contractor Personnel transferred from the Airport or terminated from the employ of contractor or subcontractor, and the immediate return of all Airport Issued Identification Media issued to all Contractor Personnel upon expiration or termination of contractor's agreement with County. Before an Airport Issued Identification Media is issued to Contractor Personnel, contractors must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each Contractor Personnel complete security training programs conducted by the Aviation Department. Contractors 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 has the right to require contractors to conduct background investigations and to furnish certain data on such Contractor Personnel before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of applicants for such media.

3. Operation of Vehicles on the AOA. Unless escorted by an Aviation Department approved escort, before a contractor permits any Contractor Personnel to operate a motor vehicle of any kind or type on the AOA, the 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 the contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection. Contractor vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractors and subcontractors shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. 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, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by contractors or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by any contractor or subcontractor.
5. Nondisclosure Agreement. If any Contractor Personnel are required by a contract with the County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute a SSI Nondisclosure Agreement provided by the Aviation Department.

### **G. Water and Wastewater Services (WWS) Security Requirements:**

1. Contractors 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. To obtain a WWS ID Badge and/or Access Card and/or Keys, contractor personnel must 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.

## **SECURITY REQUIREMENTS**

3. A lost or stolen WWS ID Badge and/or Access Card and/or Keys must be reported to the WWS Security Manager immediately.
4. WWS may terminate access to any contractor personnel who acts inappropriately while on County property. WWS may also contact law enforcement if necessary, to have the contractor personnel removed and/or file charges against them.

### **H. Parks and Recreation Security Requirements:**

1. The awarded contractor ("Contractor") must provide ongoing disclosure throughout the term of its contract with Broward County relative to the criminal background screening required by this Section H.
2. Contractor shall perform criminal background screening as identified in Section H(3) below on contractor personnel who will perform work under its contract in any County park ("collectively referred to as "County Park Property"). Notwithstanding the above, the requirements of this Section H do not apply to independent contractors or subcontractors whose only activities on County Park Property are to make deliveries of goods for the goods or services described in this Contract.
3. Contractor shall not permit any contractor personnel work on County Park Property who: (i) 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; or (ii) who has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

## SECURITY REQUIREMENTS

4. Contractor shall maintain copies of the results of all criminal background screening required by this Section H for the term of its contract with Broward County and shall promptly forward copies of same to the County upon request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager ("Project Manager"), on a monthly basis, a Declaration of Criminal Background Screening in the form provided by the Project Manager, listing the information required therein and affirming the persons listed therein have been background screened as required in Item H(3), above, and have been deemed eligible by Contractor to work on County Park Property. Contractor's first monthly declaration must be provided to the Project Manager before Contractor or any of its subcontractors begin working on County Park Property, and shall include all individuals working on County Park Property and the screening results. After the first monthly declaration, Contractor must submit the monthly declaration on or before the fifth (5<sup>th</sup>) day of each calendar month for the remainder of the Contract's term. Except for the annual rescreening referenced below, the monthly declaration need only identify persons newly working on County Park Property or no longer working on County Park Property since the previous monthly declaration. The Project Manager may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor personnel subject to the criminal background screening under this attachment shall be rescreened annually based on the date of each person's initial screening and the results of same included in the applicable monthly declaration.
6. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a contractor personnel previously deemed eligible by Contractor to work on County Park Property has been arrested on or convicted of a disqualifying offense, 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 I, Contractor shall immediately cease allowing such personnel to work on County Park Property. Additionally, Contractor shall require any person background screened pursuant to this Section H to notify Contractor within twenty-four (24) hours of any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its subcontractors who work on County Park Property to be subject to the requirements and obligations of this Section H.
8. The County Administrator may terminate this contract immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this Section H. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this Section H was outside the reasonable control of Contractor, and Contractor has demonstrated to the County Administrator subsequent compliance with the requirements of this Section H.

*Last updated: 9/9/24*

## LITIGATION HISTORY

- A. Vendor is required to disclose to the County all “material” cases during the last three (3) years prior to the solicitation response end date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- B. Additionally, the Vendor is required to disclose to the County all “material” cases 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.
- C. A “case” means any filed, pending, or resolved litigation, arbitration, or administrative proceeding.
- D. A case is considered “material” if it relates, in whole or in part, to any of the following:
  - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
  - 2. 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;
  - 3. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- E. 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 the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- F. The County will consider the Vendor’s litigation history information in its review and determination of responsibility.
- G. If the Vendor is a joint venture, the information provided must encompass the joint venture and each of the entities forming the joint venture.
- H. 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.
- I. 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 nonresponsive.

## LITIGATION HISTORY FORM

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: Click or tap here to enter text.

Vendor is Plaintiff ☐ Vendor is Defendant ☐

Case Number: Click or tap here to enter text.

Case Name: Click or tap here to enter text.

Date Filed: Click or tap here to enter text.

Name of Court or other Tribunal: Click or tap here to enter text.

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count: Click or tap here to enter text.

Brief Description of the Subject Matter and Project Involved: Click or tap here to enter text.

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgment: Vendor's Favor ☐ Against Vendor ☐

If Judgment is against, is Judgment Satisfied? Yes: ☐ No: ☐

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

Opposing Counsel Name: Click or tap here to enter text.

Opposing Counsel email: Click or tap here to enter text.

Opposing Counsel Phone: Click or tap here to enter text.

**Vendor Name:** Click or tap here to enter text.

## LOCATION CERTIFICATION

### INVITATION TO BID

#### To Be Eligible for Local Preference:

The Vendor should submit this fully completed form and all Required Supporting Documentation (as indicated below) by solicitation end date. 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 may deem the Vendor ineligible for local preference.

#### To Be Eligible for Best and Final Offer ("BAFO") or the 'Location' Tiebreaker:

The Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt by solicitation end date. Vendors who fail to comply with this submittal deadline *will not* be eligible for BAFO 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. 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**:

Street Address: [Click or tap here to enter text.](#)

City, State, Zip: [Click or tap here to enter text.](#)

- ☐ **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");

## LOCATION CERTIFICATION

### INVITATION TO BID

- 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**:

Street Address: [Click or tap here to enter text.](#)

City, State, Zip: [Click or tap here to enter text.](#)

☐ **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**:

Street Address: [Click or tap here to enter text.](#)

## LOCATION CERTIFICATION

### INVITATION TO BID

City, State, Zip: [Click or tap here to enter text.](#)

☐ **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) 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.

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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.

**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

## LOCATION CERTIFICATION

### INVITATION TO BID

- 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.

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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 listed above, if any (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions.

#### **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 form 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.

**Vendor Name:** Click or tap here to enter text.

**Signature:** \_\_\_\_\_

**Printed Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.

*Form Date 9/9/24*

**VENDOR QUESTIONNAIRE  
QUOTATION AND INVITATION TO BID**

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

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be labeled to match the question number.

1. Legal business name: Click or tap here to enter text.
2. Doing Business As/Fictitious Name (if applicable): Click or tap here to enter text.
3. Federal Employer I.D. No. (FEIN): Click or tap here to enter text.
4. Dun and Bradstreet No.: Click or tap here to enter text.
5. Website address (if applicable): Click or tap here to enter text.
6. Principal place of business address: Click or tap here to enter text.
7. Office location responsible for this project: Click or tap here to enter text.
8. Telephone No.: Click or tap here to enter text. Fax No.: Click or tap here to enter text.
9. Generic e-mail for purchase orders: Click or tap here to enter text.  
(Broward County auto distributes purchase orders; to ensure Vendor receives purchase orders, a company accessible e-mail address is suggested.)
10. Type of business (check appropriate box):
  - ☐ Corporation (specify the state of incorporation): Click or tap here to enter text.
  - ☐ Sole Proprietor
  - ☐ Limited Liability Company (LLC)
  - ☐ Limited Partnership
  - ☐ General Partnership
  - ☐ Other – Specify: Click or tap here to enter text.
11. Specify the type of services or commodities Vendor offers: Click or tap here to enter text.
12. Years Vendor has been in business providing the services and/or products offered? Click or tap here to enter text.
13. Authorized Contact(s):

Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
E-mail: Click or tap here to enter text.	E-mail: Click or tap here to enter text.
Telephone No.: Click or tap here to enter text.	Telephone No.: Click or tap here to enter text.

**VENDOR QUESTIONNAIRE  
QUOTATION AND INVITATION TO BID**

14. List name and title of each principal, owner, officer, and majority shareholder:

a) Click or tap here to enter text.	d) Click or tap here to enter text.
b) Click or tap here to enter text.	e) Click or tap here to enter text.
c) Click or tap here to enter text.	f) Click or tap here to enter text.

15. Is Vendor or any of its principals or officers currently a principal or officer of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No

16. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five 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) Click or tap here to enter text.	c) Click or tap here to enter text.
b) Click or tap here to enter text.	d) Click or tap here to enter text.

17. Has Vendor, or any of 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

18. Has Vendor ever failed to complete any services and/or delivery of products during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

19. Has a voluntary or involuntary bankruptcy petition been filed by or against Vendor, its parent, or any of its subsidiaries or predecessor organizations, during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No

20. Has Vendor’s surety intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to Vendor’s 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

21. Affirm Vendor is currently authorized by the manufacturer as a dealer/seller of the product(s) offered, and the warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchaser? ☐ Yes ☐ No ☐ N/A (if service)

22. Will Vendor extend the same price, terms, and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No

23. Does Vendor 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

**VENDOR QUESTIONNAIRE**  
**QUOTATION AND INVITATION TO BID**

24. Non-Collusion Certification: The Vendor must 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)(d), 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 any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. 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:

- ☐ The Vendor certifies that this offer is made independently and free from collusion; or
- ☐ The 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. The Vendor must include a list of name(s) and each relationship with its submittal.

25. Participation in Solicitation Development: By submission of this solicitation response, the Vendor certifies as follows (select one):

- ☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide Vendor or any affiliate an unfair advantage of securing this solicitation.
- ☐ I have provided information regarding the specifications and/or products listed in this solicitation. If this box is checked, provide the following:

Name /Division information was provided to: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date information provided: Click or tap here to enter text.

For what purpose was the information provided? Click or tap here to enter text.

Questions 26 through 29 are only applicable to **service contracts** or **construction contracts** (repair, maintain, or furnish and install) solicitations:

26. List similar ongoing contracts Vendor currently working on. If additional space is required, provide on separate sheet.

Click or tap here to enter text.

27. Has Vendor completely inspected the project site(s) prior to submitting its solicitation response?

☐ Yes      ☐ No

28. Does Vendor need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.      ☐ Yes      ☐ No

29. List equipment Vendor owns that is available for this contract.

Click or tap here to enter text.

**VENDOR QUESTIONNAIRE  
QUOTATION AND INVITATION TO BID**

30. Provide at least three individuals, corporations, agencies, or institutions for which Vendor has provided similar type of services or commodities in the past three years. Only provide references for non-Broward County 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 the Vendor's past performance.

**Reference 1:**

Services/Commodity Provided: Click or tap here to enter text.

Contract/Project Title: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Contact Name/Title: Click or tap here to enter text.

Contact Telephone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Contract/Project Dates (Month and Year): Click or tap here to enter text.

Contract Amount: Click or tap here to enter text.

**Reference 2:**

Services/Commodity Provided: Click or tap here to enter text.

Contract/Project Title: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Contact Name/Title: Click or tap here to enter text.

Contact Telephone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Contract/Project Dates (Month and Year): Click or tap here to enter text.

Contract Amount: Click or tap here to enter text.

**Reference 3:**

Services/Commodity Provided: Click or tap here to enter text.

Contract/Project Title: Click or tap here to enter text.

Agency: Click or tap here to enter text.

Contact Name/Title: Click or tap here to enter text.

Contact Telephone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Contract/Project Dates (Month and Year): Click or tap here to enter text.

Contract Amount: Click or tap here to enter text.

**VENDOR QUESTIONNAIRE  
QUOTATION AND INVITATION TO BID**

**I hereby certify the information provided in this Vendor Questionnaire is true and correct\*:**

**Vendor Name:** Click or tap here to enter text.

**Signature:** \_\_\_\_\_

**Printed Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response are accurate, true, and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract, and may also serve as the basis for debarment of the Vendor pursuant to Part XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation.

*Form Date 11/13/24*

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

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](http://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.

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

(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 responses 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 119.07, 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 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,

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

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 (all references to “days” in these General Conditions mean calendar days, unless otherwise expressly stated) 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.**

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 the deadline for submission of responses, 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

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
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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. In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor or give preference to a Vendor based on the Vendor's social, political, or ideological interests. 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 comply with all applicable state or local business licensing requirements. 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

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
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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. 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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

**GENERAL CONDITIONS**  
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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:

<b>Estimated Contract Amount</b>	<b>Filing Fee</b>
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 Sections 215.473 or 215.4725, 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

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that preclude inquiry into an employment applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

**14. Entities of Foreign Concern.**

If Vendor or any subcontractor will have access to an individual's personal identifying information under the awarded contract, Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Vendor and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by the County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this solicitation shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

**15. 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.

**16. Cone of Silence Ordinance.**

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

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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) 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.

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**C. TERMS AND CONDITIONS OF CONTRACT**

**1. 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 or Project Description specify the applicable contract type and the associated terms and conditions, which shall govern the contract.

**2. 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 the 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, or as otherwise authorized by Section 21.53 of the Procurement Code. 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 and, if applicable, Chapter 212, 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.

**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.

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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 ("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

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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 the County determines do not meet the specification requirements of the solicitation. Upon written notice from the County, Contractor must remove the rejected items at its own expense within five (5) 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

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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 and professional services contracts (as defined in Sections 725.06 and 725.08, 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 breach of this contract by Contractor or 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

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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 and professional services contracts (as defined in Sections 725.06 and 725.08, 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 response to the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The notices address for Contractor shall be the business address and any of the authorized contact(s) specified in the Vendor Questionnaire. The notices address for the County shall be as follows:

Broward County  
Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301-1801  
Email: [PurchasingSupport@broward.org](mailto:PurchasingSupport@broward.org)

The notice addresses 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.

**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 PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE CONTRACT.**

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**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

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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.**

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 the 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.

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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) 357-6066, PURCHASINGRECORDS@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 declaration or 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 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. Contractor shall make all such records and documents available electronically in common

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file formats or via remote access if and to the extent requested by the County. 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. Contractor shall provide the County with reasonable access to Contractor's facilities, and the County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract.

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 reveals 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, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of the County's audit. Any adjustments or payments due 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.

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**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 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.

**28. Third-Party Beneficiaries.**

Neither Contractor nor the County intends to primarily or directly 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.

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

**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. Iron and Steel Products**

If this contract is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

**34. Anti-Human Trafficking**

Contractor hereby attests that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, an authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

**35. 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.

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**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

**D. CONSTRUCTION PROVISIONS**

**1. Applicability; Order of Precedence.**

This Section D applies only to contracts for construction or construction services, including labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property, and, if so applicable, prevails in the event of any conflict with any other provision of these General Conditions, the solicitation, or the applicable Ordering Documents.

**2. Ordering Documents; Change Orders; Change in Time or Price.**

The County shall issue orders for work under this contract through written purchase orders, work orders, field orders, change orders, or any other County-executed ordering document, which shall incorporate the applicable scope of work, specifications, quotation, or other description of the required work (collectively, "Ordering Documents"). Any extra or additional work must be approved by means of a written field order, change order, or other Ordering Documents issued by the County. The Contract Administrator may issue written field orders setting forth minor changes in the work provided there is no increase in the time to complete the work under the applicable Ordering Documents ("contract time") or the amount due to Contractor for all work under that Ordering Documents ("contract price"). Any change in the work that increases contract time or contract price must be approved through a written change order or amended Ordering Documents issued by the County. Under circumstances determined necessary by the County, change orders may be issued unilaterally by the County. Any claim by Contractor for an increase in the contract time or the contract price must be made by written notice to the Contract Administrator within five (5) days after the commencement of the event giving rise to the claim (or, if later, Contractor's first knowledge of the claim), and must state the details of the claim, the nature and cause of the claim, and the proposed effect on contract time and contract price. Within twenty (20) days after the termination of the event giving rise to the claim or by such other time as the Parties may agree in writing, Contractor must submit written documentation to the County that includes a written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the event at issue. If the Parties cannot resolve a claim for changes in contract time or contract price within twenty (20) days after receipt by the County, then the Parties shall be deemed to have reached impasse for purposes of dispute resolution (Section D.15 herein). IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR INCREASES TO CONTRACT TIME OR CONTRACT PRICE ARE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

**3. No Prohibited Local Government Programs.**

If the construction services that are the subject of this solicitation will be paid for with any state-appropriated funds from the State of Florida, then (a) this solicitation is subject to Section 255.0991(2), Florida Statutes; (b) Section B.18 of these General Conditions does not apply to this solicitation; and (c) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances) and any other requirement or preference that would be prohibited

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
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under Section 255.0991(2) are not applicable to this solicitation and the resulting contract. If the construction services that are the subject of this solicitation are a public works project and will be paid for with any state-appropriated funds from the State of Florida or any local funds (other than transportation surtax funding), then (a) this solicitation is subject to Section 255.0992, Florida Statutes; (b) the provisions of Section 440.102(15), Florida Statutes, apply to this solicitation and the resulting contract; and (c) the following provisions and programs do not apply to this solicitation and the resulting contract: (i) the Drug-Free Workplace Program (Section 1-71, et seq., of the Broward County Code of Ordinances); (ii) the Living Wage Ordinance (Section 26-100, et seq., Broward County Code of Ordinances); (iii) the Broward County Prevailing Wage Ordinance (Section 26-5, et seq., Broward County Code of Ordinances); (iv) the Broward County Domestic Partnership Act of 1999 (Section 16½-150, et seq., Broward County Code of Ordinances); (v) the Broward County Workforce Investment Program (Section 19.211, Broward County Administrative Code); (vi) the Construction Apprenticeship Program (Section 26-8, et seq., Broward County Code of Ordinances); (vii) the Broward County Business Opportunity Act (Section 1-81, et seq., Broward County Code of Ordinances); and (viii) and any other provision or program that is prohibited under Section 255.0992.

**4. Performance and Payment Bonds.**

Except as stated herein, Contractor must comply with the provisions stated in the document titled, "Bid Bonds, Performance and Payment Bonds, and Surety Qualification Requirements" included in the solicitation. Performance and payment bonds must be submitted no later than the earlier of (a) issuance by the County of a purchase order or other Ordering Documents for the project at issue; or (b) commencement of the work by Contractor. The amount of the performance and payment bonds shall be the total contract price for the applicable Ordering Documents, including as may be modified by a subsequent change order or amended Ordering Documents. The Purchasing Director may, in their sole discretion, waive in writing the requirements for performance and payment bonds for any individual project with a cost less than \$200,000.

**5. Permits, License, and Impact Fees.**

Contractor must secure and pay for all necessary permits and licenses required for the work as may be required by applicable law. Contractor shall be reimbursed by the County only the actual amount of the permit fees levied by the permitting authority and actually paid by the Contractor, as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead. The County shall directly pay for all impact fees levied by any municipal governmental entity within the jurisdiction where work is performed. To the extent that any work is bid on a final fixed price basis, the Parties shall agree upon the required permits and fees, including the cost of all such fees, at least ten (10) days prior to the submission of the final fixed price, in compliance with Section 218.80, Florida Statutes.

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**Quotation Requests and Invitations to Bid**  
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**6. Applications for Payment.**

Notwithstanding any provision in Section C.3 herein, Contractor may make applications for payment (each, an "Application for Payment") at intervals of not more than once a month for completed work. Applications for Payment must include: a breakdown of the work components and quantities; an updated progress schedule; the amount of payment sought; a completed Certification of Payments to Subcontractors (if applicable) (Form 007500-9); a release of liens and claims relative to work that was the subject of any previous Applications for Payment or consent of surety relative to the work that is the subject of the Application for Payment; if applicable, a completed Statement of Compliance form (Form 00922 for Prevailing Wage Rate; or Form 007500-8 for Davis-Bacon Act); and any other information or documentation requested by the County. The final Application for Payment must include: a complete release of all claims arising out of the work, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable work have been paid, or, in the alternative, a consent of the surety to final payment on Contractor's behalf; the final corrected as-built drawings; the final bill of materials, if required; and a completed, sworn, and notarized Final List of Noncertified Subcontractors and Suppliers (Form 07600-4), with a list of all noncertified Subcontractors and suppliers used attached thereto.

If the Application for Payment is approved by County as compliant with the contract requirements including this section, payment for portion(s) of the Application for Payment undisputed by the County, less any applicable retainage, shall be made twenty (20) business days after the date on which the Application for Payment is received by the County. Unless otherwise directed by the Contract Administrator, Applications for Payment must be submitted to the Contract Administrator and to the Broward County Accounting Division, Accounts Payable Section. The County may reject any improper Application for Payment within twenty (20) business days after receipt. If Contractor corrects each deficiency in the Application for Payment, the corrected Application for Payment must be paid or rejected within ten (10) business days after receipt by the County. Any dispute between the County and Contractor regarding an Application for Payment shall be communicated in writing and resolved in accordance with the Prompt Payment Ordinance (Section 1-51.6 of the Code), subject to the process and time frames for payment set forth above.

A Final Certificate of Payment (Form 007600-2) will be issued if the County determines that the work is satisfactory and complete, that all requirements of the Ordering Documents are fully satisfied, that all conditions of any applicable permits and the regulatory agencies have been met, and that the final Application for Payment includes all the required documents and information. Upon receipt of final payment, Contractor shall immediately deliver to the County a completed Form of Final Receipt (Form 007600-3).

**GENERAL CONDITIONS**  
**Quotation Requests and Invitations to Bid**  
**(No BCF in Solicitation)**

**7. Retainage.**

Prior to issuance of the punch list (as described in Section D.8 below), the County may withhold retainage as set forth in Section 255.078, Florida Statutes, as may be amended. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator. Upon Contractor achieving substantial completion, development of the punch list, and the County's receipt of a contractually compliant Application for Payment, the County shall pay Contractor the remaining balance due under the applicable Ordering Documents, including remaining retainage, less an amount equal to 150% of the total cost to complete all items on the punch list. Upon final completion of all items on the punch list in conformance with the Ordering Documents, Contractor may submit a final Application for Payment for the amount withheld by the County relating to the punch list. The County may withhold payment, at any time, in whole or in part, if (a) Contractor breaches the contract or the applicable Ordering Documents, (b) as necessary to protect the County from inadequate or defective work not remedied, and/or (c) if Contractor fails to make payments properly to subcontractors or suppliers. Any interest earned on retainage or withheld payments shall accrue to the benefit of the County.

**8. Punch List.**

Upon notification by Contractor that work has reached substantial completion and upon inspection by the County and Contractor confirming substantial completion, the Parties shall prepare a Certificate of Substantial Completion (Form 007600-1). Within the time specified herein, the Parties shall cooperatively prepare a punch list identifying all work yet to be completed, including the estimated cost of each item not yet completed. If the cost of the work is less than \$10,000,000, the punch list shall be developed within thirty (30) days after substantial completion; if the cost of the work is \$10,000,000 or more, the punch list shall be developed within forty-five (45) days after substantial completion. The punch list must be delivered by the County to Contractor within five (5) days after the list is developed and approved by both Parties. Upon written notification by Contractor that all work on the punch list has been completed, the Parties shall conduct a final inspection of the work and Contractor shall submit a final Application for Payment.

**9. Completion of the Work; Liquidated Damages.**

Contractor must complete the work within the time (if any) specified in the applicable Ordering Documents (including as amended). If the Ordering Documents include liquidated damages that will be due if Contractor fails to complete the work (or a portion thereof) within the time specified and the applicable work is not completed within the time specified, then Contractor must pay to the County the applicable amount of liquidated damages in accordance with the Ordering Documents. The liquidated damages amounts are not penalties but are amounts fixed and agreed upon between the Parties based on the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of Contractor's failure to timely complete the work and the Parties' mutual desire to obviate any question or dispute concerning the amount of said damages. Unless otherwise stated in the Ordering Documents, the applicable

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liquidated damages are cumulative and apply separately to each portion of the work for which a deadline and a liquidated damages amount is stated in the Ordering Documents. The County may, but is not obligated to, deduct some or all of any liquidated damages due from monies otherwise due to Contractor under this contract; to the extent not so deducted, Contractor must pay the liquidated amounts within thirty (30) days after demand by the Contract Administrator.

**10. No Damages for Delay.**

No claim for damages or any other claim, other than for an extension of time, shall be made or asserted against the County by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the price or payment or compensation for direct, indirect, consequential, impact, or other costs, expenses, or damages, whatever the cause for such delay and regardless of whether or not such delay was reasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the time for performance as the sole and exclusive remedy for such resulting delay; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of the County or its agents.

**11. Contractor License Number.**

The license number of Contractor listed in Contractor's response to the solicitation (or if not so listed, the contractor license number listed on the applicable license of Contractor) is hereby incorporated into these General Conditions in compliance with Section 489.119(5)(b), Florida Statutes.

**12. Construction Defects.**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**13. If State Funded, Preference for State Employment.**

If any work is funded in whole or in part by funding from the State of Florida, then pursuant to Section 255.099, Florida Statutes, Contractor must give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

**14. Forms.**

Referenced forms are available at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). Any deviation from the posted forms requires prior written approval from the Contract Administrator.

**15. Dispute Resolution.**

Any claim or issue disputed by Contractor not resolved by the Contract Administrator must be submitted in writing to the County Administrator within five (5) days after the date of impasse. Within fourteen (14) days after receipt of the Contractor's written notice, the County

**GENERAL CONDITIONS**  
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**(No BCF in Solicitation)**

Administrator or the Director of the County department or division at issue ("County Representative") shall issue a written decision on the dispute within fourteen (14) days after receipt of the written notice, or shall identify the specific additional information required to resolve the dispute; if specific additional information is requested, Contractor shall promptly provide the requested information and the County Representative shall issue the written decision within fourteen (14) days after the County's receipt of the requested additional information. If the written decision is unacceptable to either party, the objecting party must notify the other party in writing within ten (10) days after receipt of the written decision stating the basis of the objection and the proposed adjustments to contract time or contract price the objecting party contends is the correct result of the dispute. Within sixty (60) days after final completion of the work required under the applicable Ordering Documents, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under state law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS AND ALL OTHER RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

During the pendency of any dispute and after a determination thereof, Contractor shall continue the work as directed by the County, including proceeding with any change orders as directed by the County, and the Parties shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction. In any legal proceeding arising under this contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but did not present for consideration during the resolution of disputes process set forth in this section. This section shall survive any expiration or termination of this contract and shall be binding on the Parties throughout the course of any dispute or litigation regarding this contract.

Rev. 11.16.2024  
#1126651.11

# MINIMUM INSURANCE REQUIREMENTS

**NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER**

Project: **Purchase and Delivery of Anhydrous Ammonia (150lb Cylinders)**

Agency: **Water and Wastewater Services**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" 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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <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	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <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	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input 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"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input checked="" type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>			Each Claim:	<b>\$1,000,000</b>	
			*Maximum Deductible:	<b>\$10,000</b>	
<b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. 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 or work.					

## CERTIFICATE HOLDER:

Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

*Colleen Pounall*  
 Digitally signed by  
 COLLEEN POUNALL  
 Date: 2025.02.04  
 15:39:56 -05'00'

Risk Management Division

**SPECIFICATIONS AND REQUIREMENTS  
ANHYDROUS AMMONIA, 150 POUND CYLINDERS**

**1. Scope of Work:**

Furnish and deliver Anhydrous Ammonia, 150-pound gas cylinders as needed to Broward County Water and Wastewater Operations Division potable water pumping stations and distribution facilities.

**2. General:**

- 2.1. Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this bid document.
- 2.2. No subcontracting is allowed.
- 2.3. Vendor must maintain inventory which will be available for delivery as required.

**3. Technical Specifications:**

- 3.1. Anhydrous Ammonia shall be a colorless, alkaline gas with minimum purity of 99.95% pure NH<sub>3</sub>.
- 3.2. The Anhydrous Ammonia must meet American Water Works Association (AWWA) standard B305-06 or current standard.
- 3.3. The Anhydrous Ammonia must be delivered in 150-pound cylinders.
- 3.4. The vendor must provide proof that this material is certified as suitable for contact with/or treatment of drinking water, by an accredited certification organization, in accordance with National Sanitation Foundation (NSF) American National Standards Institute (ANSI) 60, Drinking Water Treatment Chemicals – Health Effects. This information should be submitted with your bid submittal and should be submitted no later than three business days from County's request.
- 3.5. The Anhydrous Ammonia shall contain no heavy trace metals that exceed Federal, State, or County drinking water standards.
- 3.6. Anhydrous Ammonia shall contain no impurity or substance that would be injurious or deleterious to those consuming any water when it is rated in accordance with the practices of the water utility industry.
- 3.7. The Anhydrous Ammonia shall contain no impurities which would produce an unpleasant taste or odor in the purchaser's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of potable water supply.
- 3.8. A Certificate of Analysis must accompany every delivery.
- 3.9. Material Safety Data Sheets (MSDS):
  - 3.9.1. Should be submitted with your bid or shall be submitted within three (3) business days at the request of the County.
  - 3.9.2. Vendor must provide a MSDS with the first delivery.
  - 3.9.3. Vendor must make available updated MSDS upon request thereafter. When requested, MSDS must be provided within three (3) business days after request.

**4. Delivery:**

- 4.1. Deliveries to Broward County Water Treatment Plants/Distribution Facilities including but not limited to the following:

3A Distribution Facility  
4980 SW 40 Avenue  
Dania Beach, FL 33312  
Phone No. 954-831- 4108 or 4128

3C GST/Re-pump Station (Distribution Facility)  
2400 SW 67 Avenue  
Miramar, FL 33023

**SPECIFICATIONS AND REQUIREMENTS  
ANHYDROUS AMMONIA, 150 POUND CYLINDERS**

Phone No. 954-831-4108 or 4128

- 4.1 The vendor shall call the Chief Plant Operator (CPO) at (954) 831-4117 or 954-204-8720 or 1A Control Room at (954) 831-4101, a minimum of 30 minutes to one hour prior to delivery to ensure that County staff are at the facility to receive delivery
- 4.2 Deliveries shall be made between 9:00 AM and 2:30 PM, Monday through Friday.
- 4.3 Broward County will advise the delivery location at time of order placement.
- 4.4 Price includes delivery and unloading at each delivery point. Vendor is responsible for picking up empty cylinders.
- 4.5 No minimum delivery requirements (quantity or frequency) will be allowed.
- 4.6 Delivery address and contact information will be included in each purchase order.

**5 Invoices/Payments:**

- 5.1 All prices must be provided as F.O.B Destination, freight included, and all other costs. Price offered includes cylinder charges. No additional charges will be permitted.
- 5.2 Invoices shall include Broward County Purchase Order number, Description, Quantity, Unit Price and Extended Price.
- 5.3 Payment will be processed after commodities have been received, accepted and properly invoiced.
- 5.4 To ensure prompt payment, all invoices and backup documentation must be emailed to [AccountsPayable@Broward.org](mailto:AccountsPayable@Broward.org) and a copy to the technical contact listed on the purchase order.
- 5.5 Payments for all goods and services requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances.

**SPECIAL INSTRUCTIONS TO VENDORS  
QUOTATION REQUEST OR INVITATION TO BID**

**Anhydrous Ammonia, 150lb Cylinders**

**A. Scope**

This open-end contract is for Anhydrous Ammonia, 150-Pound Cylinders for Water and Wastewater Services and various other Broward County agencies that may have need of these services and/or products in accordance with the Specifications and Requirements.

**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. 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 the Vendor 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.

There is no guaranteed minimum quantity of goods or services. Any quantities stated are estimates only.

Contract Term/Period: The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later, and shall terminate one-year from that date. The Director of Purchasing may renew this contract for four (4) additional one-year period(s) subject to Vendor acceptance, Vendor satisfactory performance, and the Director of Purchasing's determination that renewal will be in the best interest of the County. Notification of intent to renew will be sent in advance of expiration date of this contract. The Vendor must complete delivery, and the County will receive delivery, on any orders issued by the County to the Vendor prior to the date of expiration.

**C. 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.**

**D. Specifications and Requirements**

The **Specifications and Requirements** included apply to this solicitation. If the Specifications and Requirements reference a third party (i.e., manufacturer, applicator, subcontractor, etc.), the reference is to be construed as the Vendor through the third party

**SPECIAL INSTRUCTIONS TO VENDORS**  
**QUOTATION REQUEST OR INVITATION TO BID**

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 shall be the sole judge of what constitutes equal or greater in quality or performance. Submittals that do not comply with Specifications and Requirements are subject to rejection.

The Vendor should submit with their response photographs, drawings, current manufacturer's catalogues, or product literature on the items offered. If not submitted with their response, this information must be submitted within three calendar days after request by Broward County Purchasing Division. Literature should be clearly marked as to each item number. The Vendor's failure to submit the requested literature and/or catalogues may .

**E. Requests for Approved Equals**

Not applicable to this solicitation.

**F. Vendor Responsibilities**

The Vendor will be responsible for the provision, installation (if applicable, per **Specifications and Requirements** and performance of all equipment, materials, services, etc. offered in their submittal. The Vendor is not relieved of responsibility for the performance of all equipment furnished, or of ensuring timely delivery of materials, equipment, etc., even if the equipment or materials are not of their own manufacture.

The Vendor must itself perform, without subcontracting or other forms of outsourcing, work that constitutes at least 100 percent of the total contract price.

**G. Fiscal Year End**

Not applicable to this solicitation.

**H. Basis of Award**

Award of this contract will be made to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. The County reserves the right to award on a group (if applicable), item by item basis or total bid price basis, whichever is deemed to be in the County's best interest, in accordance with General Conditions, Section B.7.

**I. Multiple Awards**

Not applicable to this solicitation.

**J. Price Adjustment/Escalation**

All prices, terms, and conditions shall remain fixed for the initial contract period and any renewal period(s), if applicable. No price increases will be allowed during the initial contract period. For any renewal term, the Vendor may request a price increase in accordance with the Price Escalation Procedure below.

Price Escalation Procedure:

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To seek a price increase, a Vendor must submit a written request to the County at least ninety (90) days prior to the renewal term or expiration of the renewal period. The Vendor must supply documentation to substantiate the requested increase. The request must include the proposed amount and effective date of the increase.

The Director of Purchasing may refuse to grant the requested price increase as not properly documented or excessive. If the Director of Purchasing refuses the requested price increase and the matter cannot be resolved to the satisfaction of the County, the Vendor shall continue to perform under the contract at the existing contracted price(s) to the end of the then current term, including completing delivery on any orders placed with the Vendor prior to the end of the then current term. Failure to complete delivery shall be grounds for cause the Contractor to be suspended and/or debarred from doing business with the County pursuant to the Broward County Procurement Code Section 21.73, Authority to Debar or Suspend.

If the Director of Purchasing approves a price increase, the increase shall be no greater than (unless specifically approved otherwise by the Director of Purchasing), the difference of Consumer Price Index (CPI) or Producer Price Index (PPI) of the current period less CPI/PPI previous period, divided by CPI/PPI previous period, times 100 (only one index may be used in formula calculation). The CPI/PPI current period shall mean the most recent month for the contract period index prior to Vendor's written request. The CPI/PPI previous period shall mean for the same month of the prior year. All indices shall be obtained from the U.S. Department of Labor Statistics. For example: Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 2020-22 = 100, and not seasonally adjusted.

The Purchasing Division will notify the using agencies and the Vendor in writing of the effective date of any approved price increase. If a request for price increase is approved, the new price(s) will apply only to the orders placed after the later of the date of the County's approval or the effective date proposed in the Vendor's request for a price increase; orders placed earlier will be invoiced at the unit price in effect at the time the order was placed.

**Price De-Escalation:**

If a supplier issues revisions, supplements, or replacements to the product lists, catalogs and/or price lists previously submitted to the County, any one of which reflects a decrease in the unit price of an item covered by the contract, the Vendor must notify the County of the price decrease within thirty (30) days of the notification from the supplier to the Vendor of the price decrease.

When the County receives notice of a price decrease of an item, the County may request the same reduction in price from the Vendor. The County shall make such request in writing. If agreed to by the Vendor, the decrease shall go into effect on the same day that the supplier of the item provides the decrease to the Vendor.

If the Vendor does not agree to the requested decrease, the Vendor must notify the County in writing no later than ten (10) business days after the County's request. If the Vendor fails to timely notify the County of its nonacceptance, then the Vendor shall be deemed to have approved the price decrease. If the Vendor timely

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notifies the County of its nonacceptance, then the County may, upon written notice to the Vendor, terminate the contract for cause.

**K. Funding Requirements (ex. Grant, State, or Federal)**

Not applicable to this solicitation.

**L. Maintenance and Service Requirements**

Not applicable to this solicitation.

**M. Licensing Requirements**

Not applicable to this solicitation.

**N. Certification Requirements**

Not applicable to this solicitation.

**O. Permits and Fees**

Not applicable to this solicitation.

**P. Allowances**

Not applicable to this solicitation.

**Q. Drug-Free Workplace Certification**

Section 21.23(f) of the Broward County Procurement Code requires awards of competitive solicitations 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)

**R. Public Bid Disclosure Act**

Not applicable to this solicitation.

**S. Recycling Preference**

Not applicable to this solicitation.

**T. Prevailing Wage Rates**

Not applicable to this solicitation.

**U. Liquidated Damages**

Not applicable to this solicitation

**V. Payment**

1. Refer to General Conditions.

**SPECIAL INSTRUCTIONS TO VENDORS  
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**W. Additional Information/Instructions**

Not applicable to this solicitation.

*Form Date 2/14/2025*

Bid Tabulation

Bid No. & Title: OPN2130116B1 Anhydrous Ammonia, 150lb Cylinders

Total Cost				Brenntag Mid South Inc				Broward Nelson			
				\$10,845.00				\$40,000.00			
				Delivery				Delivery			
				Time				Time			
				(Calendar				(Calendar			
				Warranty				Warranty			
				Total				Total			
				Cost				Cost			
#	Items	Quantity Required (Annual)	Unit of Measure	Unit Price	Days)	(Years)		Unit Price	Days)	(Years)	
0	No Basket (1)										
#0-1	Anhydrous Ammonia, 150LB Cylinders	50	EACH	\$216.90	2-3 days		1 \$10,845.00	\$800	1		1 \$40,000.00