

CONCRETE WORKS & PAVING INC

Bid Contact **Alvaro A Medina Jr**
amedia009@hotmail.com
Ph 305-218-4816

Address **1001 N. Federal Hwy. Ste. 310**
Hallandale Beach, FL 33009

Qualifications **MBE SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch. Docs
PNC2123416B1--01-01	Group 1: Standard mobilization for asphalt work	Supplier Product Code:	First Offer - \$70.00	160 / each	\$11,200.00	Y
PNC2123416B1--01-02	Group 1: Standard mobilization for concrete work	Supplier Product Code:	First Offer - \$200.00	160 / each	\$32,000.00	Y
PNC2123416B1--01-03	Group 1: Standard mobilization for paver work	Supplier Product Code:	First Offer - \$300.00	5 / each	\$1,500.00	Y
PNC2123416B1--01-04	Group 1: Emergency call out mobilization within 4 hours	Supplier Product Code:	First Offer - \$300.00	5 / each	\$1,500.00	Y
PNC2123416B1--01-05	Group 1: Traffic control officer	Supplier Product Code:	First Offer - \$12.50	10 / hour	\$125.00	Y
PNC2123416B1--01-06	Group 1: Work zone sign, F & I	Supplier Product Code:	First Offer - \$1.00	800 / day	\$800.00	Y
PNC2123416B1--01-07	Group 1: Business sign, F & I	Supplier Product Code:	First Offer - \$5.00	5 / each	\$25.00	Y
PNC2123416B1--01-08	Group 1: Barrier wall, temporary, f&i, waterfilled, up to 30 days	Supplier Product Code:	First Offer - \$5.00	50 / linear foot	\$250.00	Y
PNC2123416B1--01-09	Group 1: Barrier wall, temporary,	Supplier Product Code:	First Offer - \$7.00	50 / linear foot	\$350.00	Y

	relocate, concrete					
PNC2123416B1--01-10	Group 1: Barrier wall, temporary, relocate, waterfilled	Supplier Product Code:	First Offer - \$9.00	20 / linear foot	\$180.00	Y
PNC2123416B1--01-11	Group 1: Barricade, temporary, types I, II, DI, VP & drum, F & I	Supplier Product Code:	First Offer - \$1.00	750 / day	\$750.00	Y
PNC2123416B1--01-12	Group 1: Barricade, temporary, type III, 6 foot, F & I	Supplier Product Code:	First Offer - \$3.00	50 / day	\$150.00	Y
PNC2123416B1--01-13	Group 1: Traffic cones, F & I	Supplier Product Code:	First Offer - \$1.00	7500 / day	\$7,500.00	Y
PNC2123416B1--01-14	Group 1: Advance warning arrow panels, F & I	Supplier Product Code:	First Offer - \$25.00	25 / day	\$625.00	Y
PNC2123416B1--01-15	Group 1: Temporary retroreflective pavement marker	Supplier Product Code:	First Offer - \$5.00	25 / each	\$125.00	Y
PNC2123416B1--01-16	Group 1: Portable changeable message sign, temporary, F & I	Supplier Product Code:	First Offer - \$30.00	25 / day	\$750.00	Y
PNC2123416B1--01-17	Group 1: FDOT certified flag person	Supplier Product Code:	First Offer - \$20.00	800 / hour	\$16,000.00	Y
PNC2123416B1--01-18	Group 1: Sediment barrier	Supplier Product Code:	First Offer - \$3.00	40 / linear foot	\$120.00	Y
PNC2123416B1--01-19	Group 1: Floating turbidity barrier	Supplier Product Code:	First Offer - \$7.00	40 / linear foot	\$280.00	Y

PNC2123416B1--01-20	Group 1: Staked turbidity barrier - nylon reinforced PVC	Supplier Product Code:	First Offer - \$2.00	50 / linear foot	\$100.00	Y
PNC2123416B1--01-21	Group 1: Mowing	Supplier Product Code:	First Offer - \$75.00	2 / acre	\$150.00	Y
PNC2123416B1--01-22	Group 1: Utility locating and excavation test hole	Supplier Product Code:	First Offer - \$250.00	2 / each	\$500.00	Y
PNC2123416B1--01-23	Group 1: Engineering work, signed & sealed drawings	Supplier Product Code:	First Offer - \$30.00	80 / hour	\$2,400.00	Y
PNC2123416B1--01-24	Group 1: Curb or curb and gutter removal	Supplier Product Code:	First Offer - \$6.00	650 / linear foot	\$3,900.00	Y
PNC2123416B1--01-25	Group 1: Removal of existing concrete pavement	Supplier Product Code:	First Offer - \$12.00	1400 / square yard	\$16,800.00	Y
PNC2123416B1--01-26	Group 1: Regular excavation	Supplier Product Code:	First Offer - \$3.50	6000 / cubic yard	\$21,000.00	Y
PNC2123416B1--01-27	Group 1: Embankment	Supplier Product Code:	First Offer - \$13.00	20 / cubic yard	\$260.00	Y
PNC2123416B1--01-28	Group 1: Flowable fill	Supplier Product Code:	First Offer - \$90.00	150 / cubic yard	\$13,500.00	Y
PNC2123416B1--01-29	Group 1: Type B stabilization	Supplier Product Code:	First Offer - \$2.00	500 / square yard	\$1,000.00	Y
PNC2123416B1--01-30	Group 1: Reworking limerock base, 6 inch	Supplier Product Code:	First Offer - \$3.75	10000 / square yard	\$37,500.00	Y
PNC2123416B1--01-31	Group 1:	Supplier	First Offer - \$20.00	200 / square yard	\$4,000.00	Y

	Reworking limerock base, 4 inch	Product Code:				
PNC2123416B1--01-32	Group 1: Reworking limerock base, 3 inch	Supplier Product Code:	First Offer - \$10.00	200 / square yard	\$2,000.00	Y
PNC2123416B1--01-33	Group 1: Limerock, new material for reworking base	Supplier Product Code:	First Offer - \$25.00	1000 / cubic yard	\$25,000.00	Y
PNC2123416B1--01-34	Group 1: Temporary patch using cold asphaltic mix (1 inch thick)	Supplier Product Code:	First Offer - \$8.00	15 / cubic foot	\$120.00	Y
PNC2123416B1--01-35	Group 1: Milling existing asphalt pavement, 1 inch average depth	Supplier Product Code:	First Offer - \$6.00	2600 / square yard	\$15,600.00	Y
PNC2123416B1--01-36	Group 1: Milling existing asphalt pavement, 2 inch average depth	Supplier Product Code:	First Offer - \$6.00	2000 / square yard	\$12,000.00	Y
PNC2123416B1--01-37	Group 1: Milling existing asphalt pavement, 1.5 inch average depth	Supplier Product Code:	First Offer - \$6.00	5000 / square yard	\$30,000.00	Y
PNC2123416B1--01-38	Group 1: Type S asphaltic concrete	Supplier Product Code:	First Offer - \$330.00	400 / ton	\$132,000.00	Y
PNC2123416B1--01-39	Group 1: Superpave asphaltic concrete, traffic A, B, C, D, or E	Supplier Product Code:	First Offer - \$140.00	1800 / ton	\$252,000.00	Y
PNC2123416B1--01-40	Group 1: Asphalt concrete friction course, traffic A, C, or D, FC 9.5 or 12.5, rubber	Supplier Product Code:	First Offer - \$140.00	500 / ton	\$70,000.00	Y

PNC2123416B1--01-41	Group 1: Miscellaneous asphalt pavement	Supplier Product Code:	First Offer - \$140.00	50 / ton	\$7,000.00	Y
PNC2123416B1--01-42	Group 1: Cleaning and resealing joints existing (concrete pavement rehab)	Supplier Product Code:	First Offer - \$4.00	10 / linear foot	\$40.00	Y
PNC2123416B1--01-43	Group 1: Cleaning and sealing random cracks in existing concrete pavement rehab	Supplier Product Code:	First Offer - \$4.00	10 / linear foot	\$40.00	Y
PNC2123416B1--01-44	Group 1: Trailer Mounted Concrete Pump	Supplier Product Code:	First Offer - \$200.00	20 / hour	\$4,000.00	Y
PNC2123416B1--01-45	Group 1: Additional hose for Pump mix, Over 100 Foot, 4 inch diameter	Supplier Product Code:	First Offer - \$3.00	200 / linear foot	\$600.00	Y
PNC2123416B1--01-46	Group 1: Ready Mixed Concrete 3000 psi Regular or Pump Mix	Supplier Product Code:	First Offer - \$140.00	50 / cubic yard	\$7,000.00	Y
PNC2123416B1--01-47	Group 1: Ready Mixed Concrete 4000 psi Regular or Pump Mix	Supplier Product Code:	First Offer - \$150.00	50 / cubic yard	\$7,500.00	Y
PNC2123416B1--01-48	Group 1: Ready Mixed Concrete 5000 psi Regular or Pump Mix	Supplier Product Code:	First Offer - \$160.00	50 / cubic yard	\$8,000.00	Y
PNC2123416B1--01-49	Group 1: Concrete class NS, gravity wall	Supplier Product Code:	First Offer - \$135.00	5 / cubic yard	\$675.00	Y
PNC2123416B1--01-50	Group 1: concrete class I	Supplier Product Code:	First Offer - \$125.00	20 / cubic yard	\$2,500.00	Y

Code:

PNC2123416B1--01-51	Group 1: concrete class II, culverts	Supplier Product Code:	First Offer - \$135.00	20 / cubic yard	\$2,700.00	Y
PNC2123416B1--01-52	Group 1: concrete class II, endwalls	Supplier Product Code:	First Offer - \$135.00	20 / cubic yard	\$2,700.00	Y
PNC2123416B1--01-53	Group 1: concrete class II, retaining walls	Supplier Product Code:	First Offer - \$135.00	20 / cubic yard	\$2,700.00	Y
PNC2123416B1--01-54	Group 1: concrete class II	Supplier Product Code:	First Offer - \$135.00	20 / cubic yard	\$2,700.00	Y
PNC2123416B1--01-55	Group 1: Reinforcing steel	Supplier Product Code:	First Offer - \$1.00	10000 / pound	\$10,000.00	Y
PNC2123416B1--01-56	Group 1: Inlets, closed flume	Supplier Product Code:	First Offer - \$2,000.00	2 / each	\$4,000.00	Y
PNC2123416B1--01-57	Group 1: Inlets, adjust	Supplier Product Code:	First Offer - \$200.00	2 / each	\$400.00	Y
PNC2123416B1--01-58	Group 1: Manhole, adjust	Supplier Product Code:	First Offer - \$200.00	5 / each	\$1,000.00	Y
PNC2123416B1--01-59	Group 1: Manhole, adjust, utilities	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
PNC2123416B1--01-60	Group 1: Valve boxes, adjust	Supplier Product Code:	First Offer - \$180.00	80 / each	\$14,400.00	Y
PNC2123416B1--01-61	Group 1: Drainage structures, miscellaneous, adjust	Supplier Product Code:	First Offer - \$100.00	5 / each	\$500.00	Y
PNC2123416B1--01-62	Group 1: Pipe handrail-	Supplier Product Code:	First Offer - \$45.00	150 / linear foot	\$6,750.00	Y

guiderail,
aluminum**Code:**

PNC2123416B1--01-63	Group 1: Concrete curb & gutter, type E	Supplier Product Code:	First Offer - \$15.00	10 / linear foot	\$150.00	Y
PNC2123416B1--01-64	Group 1: Concrete curb & gutter, special	Supplier Product Code:	First Offer - \$15.00	10 / linear foot	\$150.00	Y
PNC2123416B1--01-65	Group 1: Concrete curb & gutter, type F	Supplier Product Code:	First Offer - \$25.00	100 / linear foot	\$2,500.00	Y
PNC2123416B1--01-66	Group 1: Concrete curb, type D	Supplier Product Code:	First Offer - \$18.00	700 / linear foot	\$12,600.00	Y
PNC2123416B1--01-67	Group 1: Concrete valley gutter	Supplier Product Code:	First Offer - \$20.00	40 / linear foot	\$800.00	Y
PNC2123416B1--01-68	Group 1: Shoulder gutter (concrete)	Supplier Product Code:	First Offer - \$22.00	20 / linear foot	\$440.00	Y
PNC2123416B1--01-69	Group 1: Concrete sidewalk, 4 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$53.00	150 / square yard	\$7,950.00	Y
PNC2123416B1--01-70	Group 1: Concrete sidewalk, 6 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$53.50	800 / square yard	\$42,800.00	Y
PNC2123416B1--01-71	Group 1: Concrete sidewalk, 10 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$58.00	5 / square yard	\$290.00	Y
PNC2123416B1--01-72	Group 1: Concrete sidewalk, 12 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$63.00	30 / square yard	\$1,890.00	Y
PNC2123416B1--01-73	Group 1: Concrete driveway, 6 inch thick 4000 PSI	Supplier Product Code:	First Offer - \$54.00	30 / square yard	\$1,620.00	Y

PNC2123416B1--01-74	Group 1: Concrete driveway, 12 inch thick 4000 PSI	Supplier Product Code:	First Offer - \$63.00	20 / square yard	\$1,260.00	Y
PNC2123416B1--01-75	Group 1: Concrete driveway, 6 inch thick 5000 PSI	Supplier Product Code:	First Offer - \$54.00	100 / square yard	\$5,400.00	Y
PNC2123416B1--01-76	Group 1: Concrete driveway, 12 inch thick 5000 PSI	Supplier Product Code:	First Offer - \$70.00	100 / square yard	\$7,000.00	Y
PNC2123416B1--01-77	Group 1: Pavers, architectural, roadway	Supplier Product Code:	First Offer - \$45.00	40 / square yard	\$1,800.00	Y
PNC2123416B1--01-78	Group 1: Pavers, architectural, sidewalk	Supplier Product Code:	First Offer - \$45.00	30 / square yard	\$1,350.00	Y
PNC2123416B1--01-79	Group 1: f&l Detectable warning on existing walking surface, retrofit	Supplier Product Code:	First Offer - \$22.00	100 / square foot	\$2,200.00	Y
PNC2123416B1--01-80	Group 1: Detectable warning on existing walking surface, cast-in- place, F & I	Supplier Product Code:	First Offer - \$30.00	25 / square foot	\$750.00	Y
PNC2123416B1--01-81	Group 1: ADA ramp, single direction	Supplier Product Code:	First Offer - \$1,100.00	3 / each	\$3,300.00	Y
PNC2123416B1--01-82	Group 1: ADA ramp, two- direction	Supplier Product Code:	First Offer - \$1,400.00	2 / each	\$2,800.00	Y
PNC2123416B1--01-83	Group 1: Performance turf, sod	Supplier Product Code:	First Offer - \$4.80	150 / square yard	\$720.00	Y
PNC2123416B1--01-84	Group 1: Fill Sand	Supplier Product	First Offer - \$150.00	10 / cubic yard	\$1,500.00	Y

Code:

PNC2123416B1--01-85	Group 1: Mulch replacement, F & I	Supplier Product Code:	First Offer - \$40.00	20 / cubic yard	\$800.00	Y
PNC2123416B1--01-86	Group 1: Tree removal crew (3 people minimum)	Supplier Product Code:	First Offer - \$40.00	250 / hour	\$10,000.00	Y
PNC2123416B1--01-87	Group 1: Tree trimming crew (3 people minimum)	Supplier Product Code:	First Offer - \$40.00	300 / hour	\$12,000.00	Y
PNC2123416B1--01-88	Group 1: Root barrier, F & I	Supplier Product Code:	First Offer - \$11.00	5 / linear foot	\$55.00	Y
PNC2123416B1--01-89	Group 1: Carpentry work	Supplier Product Code:	First Offer - \$100.00	40 / hour	\$4,000.00	Y
PNC2123416B1--01-90	Group 1: Certified arborist	Supplier Product Code:	First Offer - \$50.00	4 / hour	\$200.00	Y
PNC2123416B1--01-91	Group 1: Additional laborer	Supplier Product Code:	First Offer - \$17.50	1500 / hour	\$26,250.00	Y
PNC2123416B1--01-92	Group 1: Sprinkler heads pop-up rotating, F & I	Supplier Product Code:	First Offer - \$30.00	5 / each	\$150.00	Y
PNC2123416B1--01-93	Group 1: Up to 2 inch PVC pipe, sch. 40, F & I	Supplier Product Code:	First Offer - \$9.00	50 / linear foot	\$450.00	Y
PNC2123416B1--01-94	Group 1: Backhoe and operator	Supplier Product Code:	First Offer - \$50.00	1000 / hour	\$50,000.00	Y
PNC2123416B1--01-95	Group 1: Dump truck & operator, tri-axle, 16 CY minimum capacity, 4 hr	Supplier Product Code:	First Offer - \$50.00	2500 / hour	\$125,000.00	Y

minimum charge						
PNC2123416B1--01-96	Group 1: Skid steer and operator (bobcat)	Supplier Product Code:	First Offer - \$50.00	2500 / hour	\$125,000.00	Y
PNC2123416B1--01-97	Group 1: Single post sign, less than 12 SF, F & I	Supplier Product Code:	First Offer - \$100.00	10 / each	\$1,000.00	Y
PNC2123416B1--01-98	Group 1: Single post sign, install, less than 12 SF	Supplier Product Code:	First Offer - \$50.00	5 / each	\$250.00	Y
PNC2123416B1--01-99	Group 1: Single post sign, relocate	Supplier Product Code:	First Offer - \$50.00	5 / each	\$250.00	Y
PNC2123416B1--01-100	Group 1: Single post sign, remove	Supplier Product Code:	First Offer - \$40.00	5 / each	\$200.00	Y
PNC2123416B1--01-101	Group 1: Sign panels, 15 or less, F & I	Supplier Product Code:	First Offer - \$95.00	10 / each	\$950.00	Y
PNC2123416B1--01-102	Group 1: Sign panels, relocate, 15 or less	Supplier Product Code:	First Offer - \$50.00	2 / each	\$100.00	Y
PNC2123416B1--01-103	Group 1: Sign panels, remove	Supplier Product Code:	First Offer - \$40.00	5 / each	\$200.00	Y
PNC2123416B1--01-104	Group 1: Retro-reflective pavement markers	Supplier Product Code:	First Offer - \$6.50	10 / each	\$65.00	Y
PNC2123416B1--01-105	Group 1: Painted pavement markings, standard, white, solid, 4 inch	Supplier Product Code:	First Offer - \$0.70	25 / linear foot	\$17.50	Y
PNC2123416B1--01-106	Group 1: Painted pavement	Supplier Product Code:	First Offer - \$0.75	2500 / linear foot	\$1,875.00	Y

markings,
standard, blue,
yellow or white,
solid, 6 inch

PNC2123416B1--01-107	Group 1: Painted pavement markings, standard, yellow or white, solid, 12 inch	Supplier Product Code:	First Offer - \$1.00	500 / linear foot	\$500.00	Y
PNC2123416B1--01-108	Group 1: Painted pavement markings, standard, yellow/white, solid, 24 inch	Supplier Product Code:	First Offer - \$1.50	100 / linear foot	\$150.00	Y
PNC2123416B1--01-109	Group 1: Painted pavement markings, standard, white or yellow	Supplier Product Code:	First Offer - \$1.00	500 / linear foot	\$500.00	Y
PNC2123416B1--01-110	Group 1: Painted pavement markings, standard, white, message	Supplier Product Code:	First Offer - \$70.00	5 / each	\$350.00	Y
PNC2123416B1--01-111	Group 1: Painted pavement markings, standard, white, arrows	Supplier Product Code:	First Offer - \$40.00	5 / each	\$200.00	Y
PNC2123416B1--01-112	Group 1: Painted pavement markings, standard, white, yield line	Supplier Product Code:	First Offer - \$1.50	25 / linear foot	\$37.50	Y
PNC2123416B1--01-113	Group 1: Painted pavement markings,	Supplier Product Code:	First Offer - \$1.40	75 / square foot	\$105.00	Y

	standard, white or yellow, island nose					
PNC2123416B1--01-114	Group 1: Thermoplastic, standard, yellow or white, solid, 6 inch	Supplier Product Code:	First Offer - \$4.00	500 / linear foot	\$2,000.00	Y
PNC2123416B1--01-115	Group 1: Thermoplastic, standard, yellow or white, solid, 12 inch	Supplier Product Code:	First Offer - \$2.00	100 / linear foot	\$200.00	Y
PNC2123416B1--01-116	Group 1: Thermoplastic, standard, yellow or white, solid, 24 inch	Supplier Product Code:	First Offer - \$3.00	10 / linear foot	\$30.00	Y
PNC2123416B1--01-117	Group 1: Thermoplastic, standard, white, skip, 6 inch	Supplier Product Code:	First Offer - \$1.30	25 / linear foot	\$32.50	Y
PNC2123416B1--01-118	Group 1: Thermoplastic, standard, white, dotted/guideline, 6 to 10 gap extension, 6 inch	Supplier Product Code:	First Offer - \$2.50	25 / linear foot	\$62.50	Y
PNC2123416B1--01-119	Group 1: Thermoplastic, standard, white, message	Supplier Product Code:	First Offer - \$90.00	2 / each	\$180.00	Y
PNC2123416B1--01-120	Group 1: Thermoplastic, standard, white, arrow	Supplier Product Code:	First Offer - \$90.00	5 / each	\$450.00	Y
PNC2123416B1--01-121	Group 1: Thermoplastic, remove	Supplier Product Code:	First Offer - \$7.00	500 / square foot	\$3,500.00	Y
PNC2123416B1--01-122	Group 1: Minimum charge for striping for	Supplier Product Code:	First Offer - \$300.00	40 / each	\$12,000.00	Y

each project
(paint)

PNC2123416B1--01-123	Group 1: Minimum charge for striping for each project (thermoplastic)	Supplier Product Code:	First Offer - \$600.00	10 / each	\$6,000.00	Y	
PNC2123416B1--01-124	Group 1: Pull & splice box (install)	Supplier Product Code:	First Offer - \$240.00	2 / each	\$480.00	Y	
PNC2123416B1--01-125	Group 1: Pull & splice box (relocate)	Supplier Product Code:	First Offer - \$240.00	2 / each	\$480.00	Y	
PNC2123416B1--01-126	Group 1: Junction boxes, mounted, F & I	Supplier Product Code:	First Offer - \$440.00	2 / each	\$880.00	Y	
PNC2123416B1--01-127	Group 1: Junction boxes, embedded, F & I	Supplier Product Code:	First Offer - \$440.00	5 / each	\$2,200.00	Y	Y
PNC2123416B1--01-128	Group 1: Junction boxes, install	Supplier Product Code:	First Offer - \$200.00	2 / each	\$400.00	Y	Y
PNC2123416B1--01-129	Group 1: Junction boxes, relocate	Supplier Product Code:	First Offer - \$200.00	2 / each	\$400.00	Y	Y
PNC2123416B1--01-130	Group 1: Install/replace 1 inch meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	30 / each	\$9,000.00	Y	Y
PNC2123416B1--01-131	Group 1: Install/replace dual meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	50 / each	\$15,000.00	Y	Y
PNC2123416B1--01-132	Group 1: Install/replace 2 inch meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	15 / each	\$4,500.00	Y	Y

Bid Allowance

\$150,000.00

Lot Total **\$1,319,985.00**

Supplier Total **\$1,319,985.00**

CONCRETE WORKS & PAVING INC

Item: **Group 1: Junction boxes, embedded, F & I**

Attachments

CWP COI Broward County PNC2118157B1 Exp.2022.pdf

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Skylake Insurance of Hollywood 3385 Sheridan St. Hollywood FL 33021		CONTACT NAME: William Palacio PHONE (A/C No. Ext): (954) 965-6233 E-MAIL ADDRESS: william@skylakeofhollywood.com FAX (A/C, No): (954) 367-5510	
INSURED CONCRETE WORKS & PAVING INC 5322 CHESTERFIELD DR AVE MARIA FL 34142		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED NATIONAL INSURANCE COMPANY INSURER B: INFINITY ASSURANCE INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 39497	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	3AA360010-1	09/20/2021	09/20/2022	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY	X	X	509820047723001	06/12/2021	06/12/2022	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$ 1,000,000	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY							
	<input type="checkbox"/> HIRED AUTOS ONLY							
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder also named as an additional insured

Project: PNC2118157B1 Concrete/Asphalt Restoration Services Master Agreement

Agency: Water and wastewater services division

CERTIFICATE HOLDER**CANCELLATION**

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea A. Haines

© 1988-2015 ACORD CORPORATION. All rights reserved.

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department PHONE (A/C, No. Ext): 727-520-7676 x 3 E-MAIL ADDRESS: certs@encorehr.com	FAX (A/C, No): 727-525-3862
		INSURER(S) AFFORDING COVERAGE	
INSURED TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701		INSURER A: SUNZ Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 61807038**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC039-00001-021 WC016-00001-020	6/1/2021 6/1/2020	6/1/2022 6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc
 Effective: 6/30/2018 Waiver of Subrogation in favor of certificate holder while work is performed at or in:
 Project: PNC2118157B1 Concrete/Asphalt Restoration Services Master Agreement
 Project Agency: Water and Wastewater Services Division
 State of Florida

CERTIFICATE HOLDER

5185
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of: Broward County

115 South Andrews Avenue
Fort Lauderdale

FL 33301

Client/Project:

Coverage Provided for all leased employees but not subcontractors of: Concrete Works & Paving Inc Effective:
6/30/2018 Waiver of Subrogation in favor of certificate holder while work is performed at or in: Project:
PNC2118157B1 Concrete/Asphalt Restroation Services Master Agreement Project Agency: Water and Wastewater
Services Division State of Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2021
Insured

Policy No.
WC039-00001-021

Endorsement No.
Premium

TLR of Bonita, Inc
EnterpriseHR

SUNZ Insurance Company

Countersigned by



Date Issued: 5/18/2021

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Juction boxes, install**

Attachments

AM MOT Certification 03-29-2022.pdf



This Certifies that
Alvaro A. Medina Jr.

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 03/29/2022

Certificate # 38295

Instructor: Miguel Parlade

FDOT Provider # 119

Florida International University
Phone: 305-348-4893
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu



Certificate of Completion

Alvaro A. Medina Jr.

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

03/29/2022

Date Expires

119

FDOT Provider #

Miguel Parlade

Instructor

38295

Certificate #



Florida International University
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Juction boxes, relocate**

Attachments

CBE Letter of Intent OMB LLC.pdf



LETTER OF INTENT

BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2123416B1

Project Title: Concrete and Asphalt Restoration Services

Bidder/Offeror Name: Concrete Works & Paving Inc

Address: 1001 N. Federal Hwy. Ste.# 310 City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Alvaro A. Medina Jr Phone: (305) 218-4816

CBE Firm/Supplier Name: OMB LLC

Address: 365 Ansin Blvd. City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Oscar Beltran Phone: (305) 423-5057


- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

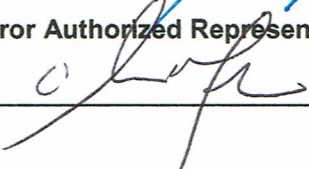
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Dump Truck (Hauling)	484200		25.00 %
Sidewalk Removal	237310		25.00 %
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 12/03/2021

Bidder/Offeror Authorized Representative

Signature:  Title: President Date: 12/05/2021

¹ Visit [Census.gov](https://www.census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Install/replace 1 inch meter box and lid (labor only)**

Attachments

CWP Collier County Occ. Lic. Exp. 9-30-22.pdf

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 200347

COLLIER COUNTY TAX COLLECTOR • 2800 N. HORSESHOE DRIVE • NAPLES FLORIDA 34104 • (239) 252-2477

VISIT OUR WEBSITE AT: www.colliertaxcollector.com
THIS RECEIPT EXPIRES SEPTEMBER 30, 2022

LOCATION: 5322 CHESTERFIELD DR
ZONED: HOME OCCUPATION
BUSINESS PHONE: 305-218-4816
STATE OR COUNTY LIC #: CGC1526499

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.



CONCRETE WORKS & PAVING INC

MEDINA, ALVARO A JR
5322 CHESTERFIELD DR
AVE MARIA, FL 34142

1-10 EMPLOYEES

CLASSIFICATION: 05-GENERAL CONTRACTOR

CLASSIFICATION CODE: 05100101

This document is a business tax only. This is not certification that licensee is qualified.

It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE	07/06/2021
AMOUNT	18.00
RECEIPT	WWW-22-00048607

Rob Stoneburner

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Install/replace dual meter box and lid (labor only)**

Attachments

CWP Broward County Occ. Lic. Exp. 9-30-22.pdf

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**DBA:**
Business Name: CONCRETE WORKS AND PAVING INC**Receipt #:** 180-314561
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** ALVARO A MEDINA JR
Business Location: 1001 N FEDERAL HWY STE 310
HALLANDALE**Business Opened:** 03/20/2021
State/County/Cert/Reg: CGC1526499
Exemption Code:**Business Phone:** 3052184816**Rooms** **Seats** **Employees** **Machines** **Professionals**
2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:ALVARO A MEDINA JR
5322 CHESTERFIELD DR
AVE MARIA, FL 34142-5074**Receipt #** WWW-20-00218236
Paid 07/06/2021 27.00**2021 - 2022****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**DBA:**
Business Name: CONCRETE WORKS AND PAVING INC**Receipt #:** 180-314561
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** ALVARO A MEDINA JR
Business Location: 1001 N FEDERAL HWY STE 310
HALLANDALE**Business Opened:** 03/20/2021
State/County/Cert/Reg: CGC1526499
Exemption Code:**Business Phone:** 3052184816**Rooms** **Seats** **Employees** **Machines** **Professionals**
2

For Vending Business Only						
Number of Machines:				Vending Type:		
Signature	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
	27.00	0.00	0.00	0.00	0.00	0.00
						27.00

Receipt # WWW-20-00218236
Paid 07/06/2021 27.00

CONCRETE WORKS & PAVING INC

Item: **Group 1:Group 1:Group 1:Group 1:Group 1:Install/replace 2 inch meter box and lid (labor only)**

Attachments

CWP GC license Ave Maria 8-31-22.pdf



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEDINA, ALVARO A JR

CONCRETE WORKS & PAVING INC
5322 CHESTERFIELD DRIVE
AVE MARIA FL 34142

LICENSE NUMBER: CGC1526499

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Supplier: **CONCRETE WORKS & PAVING INC**

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (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 contract to 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. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

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

By Vendor including its digital or electronic signature on its response to this solicitation:

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

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are in 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. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

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

3. Bid Opening (Invitations to Bid only).

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

4. Cancellation of Bids.

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 non-clerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

6. Prices, Terms, and Payments.

All solicitation 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:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing 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, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

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

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **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 extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

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. 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 prices for all items within the group in its response.

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, whichever is 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 herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding 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. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

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 County within five (5) business days 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 within five (5) business days after the proposed award or ranking is posted on the EBS.

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

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified shall constitute a waiver of the right to protest.

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

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

11. Public Entity Crimes & Public Business Discrimination.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. 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 regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

14. Construction Apprenticeship Program (Construction Contracts only).

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

15. State of Florida Division of Corporations Requirements.

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

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

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. 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 or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by 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 Broward County Board of County Commissioners.

17. Contingency Fees.

By submission of this solicitation response, Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

All Vendors 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 prior to recommendation for award. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

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

20. Samples.

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

21. "Or Equal" Clause.

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor 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 vendors 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. Procurement Code.

The 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.

23. 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 to this solicitation, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

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 Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for deliveries made 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 this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County

Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience:** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, 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, unless directed otherwise in writing by the County. 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 date of 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 this contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

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

6. Safety Standards.

Unless otherwise specified in the solicitation, all 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. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items.

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

8. Inspection, Acceptance, and Title.

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

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Vendor 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, Vendor represents and certifies that if Vendor 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 Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to 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 article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this 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 this contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.

(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, servants, 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 this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

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

12. Notice.

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

For the County:

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301-1801

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

13. Jurisdiction, Venue, Waiver of Jury Trial.

This 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 THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, 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 this contract or the goods or services provided pursuant to this 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 this 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 this 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 or similar language 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 nondiscrimination clause. 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. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. 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 Broward County to pursue any remedy permitted under the contract or applicable law.

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. 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 this contract between the County and Contractor.

24. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this 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 this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding this 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, 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 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.

25. 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 this contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this contract and performance under this 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 this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

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

26. 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 this 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 then due to Contractor until Contractor complies with the provisions of this section.

27. 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.

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

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 this contract.

30. 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.

31. Contractor Evaluation.

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf. An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, 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 this contract.

33. Regulatory Capacity.

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

34. 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 this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

35. Third-Party Beneficiaries.

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

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American 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 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 this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The is available at the following link: <http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The is available at the following link: <http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

1. Legal business name: **CONCRETE WORKS & PAVING INC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **81-1696911**
4. Dun and Bradstreet No.: **081314303**
5. Website address (if applicable):
6. Principal place of business address: **5322 CHESTERFIELD DRIVE,
AVE MARIA, FL, 34142**
7. Office location responsible for this project: **1001 N. FEDERAL HWY. STE.#310,
HALLANDALE BEACH, FL, 33009**
8. Telephone no.: **3052184816** Fax no.: **3052307555**
9. Type of business (check appropriate box):

☒ Corporation (specify the state of incorporation):

FLORIDA

- ☐ Sole Proprietor
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ General Partnership (State and County filled in)
- ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM: Name:
ALVARO A. MEDINA JR
Title: **PRESIDENT**
E-mail: **ALVARO@CONCRETEWORKSANDPAVING.COM**
Telephone No.: **3052184816**

Name:

Title:

E-mail:

Telephone No.:

Generic e-mail for purchase orders: **ALVARO@CONCRETEWORKSANDPAVING.COM**

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

11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **ALVARO A. MEDINA JR / PRESIDENT**
 - b)
 - c)

- d)
12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- a)
- b)
- c)
- d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
- ☐ Yes ☒ No
15. Specify the type of services or commodities your firm offers:
- ASPHALT PAVEMENT REPAIRS, CONCRETE SIDEWALKS, CURBS AND CONCRETE APRON, SEALCOATING, STRIPING AND PAVER INSTALLATIONS**
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?
- 5 YEARS**
17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- ☒ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchase?
- ☐ Yes ☐ No ☒ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
- ☐ Yes ☒ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- ☒ Yes ☐ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.

☒ Yes ☐ No

25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing

☒ Yes ☐ No

If yes, Living Wage increased the pricing by **30%** or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code. Select One:

☒ Vendor certifies that this offer is made independently and free from collusion; or

☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

27. Participation in Solicitation Development:

☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provide:

For what purpose was the information provided?

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

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

BROWARD COUNTY-PNC2118157B1- CONCRETE ASPHALT RESTORATIONS SERVICES 03/2019-CURRENT

CITY OF WILTON MANORS-ITB 2021-09-ASPHALT REPAIRS AND SIDEWALK REPLACEMENT SERVICES 05/2021-CURRENT

CITY OF LAUDERHILL-RFP# 2019-022 SUPPLY AND INSTALLATION CONSTRUCTION OF CONCRETE SIDEWALKS... 6/2019- CURRENT

TOWN OF DAVIE-RM-21-18 INSTALLATION OF SPEED TABLES CITY WIDE 02/2021-CURRENT

29. Has your firm completely inspected the project site(s) prior to submitting response? ☒ Yes ☐ No

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☒ No

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

DUMP TRUCK, SKIDSTEERS, BACKHOE, CONCRETE SAWS, ROLLER, PLATE COMPACTOR, CONCRETE STEEL FORMS, CONCRETE FINISH TOOLS

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for

non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **CONCRETE SIDEWALK REPLACEMENT, ASPHALT RESTORATIONS AND STRIPING (CITY-WIDE)**

Contract/Project Title: **ITB 2021-09 ASPHALT REPAIRS AND SIDEWALK REPLACEMENT SERVICES**

Agency: **CITY OF WILTON MANORS**

Contact Name/Title: **DAVID ARCHACKI**

Contact Telephone: **9543902190**

Email: **darchacki@wiltonmanors.com**

Contract/Project Dates (Month and Year): **04/21-CURRENT**

Contract Amount: **50,000**

Reference 2:

Scope of Work: **ASPHALT PATCHES AND CONCRETE SIDEWALK REPAIRS (CITY-WIDE)**

Contract/Project Title: **ASPHALT/CONCRETE PATCHING & RESTORATION PROGRAM**

Agency: **CITY OF COOPER CITY**

Contact Name/Title: **MICHAEL BAILEY**

Contact Telephone: **9544345519**

Email: **MBailey@coopercityfl.org**

Contract/Project Dates (Month and Year): **07/19-CURRENT**

Contract Amount: **150,000**

Reference 3:

Scope of Work: **SIDEWALK REPLACEMENT, ASPHALT REPAIRS, SPEED HUMP INSTALLATION (CITY-WIDE)**

Contract/Project Title:

Agency: **CITY OF LAUDERHILL**

Contact Name/Title: **TAMICA DENNIS**

Contact Telephone: **9547302960 EXT.4224**

Email: **tdennis@Lauderhill-fl.gov**

Contract/Project Dates (Month and Year): **06/2019-CURRENT**

Contract Amount: **1,000,000**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

LITIGATION HISTORY FORM

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

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

☒ There are no material cases for this Vendor; or

☐ Material Case(s) are disclosed below:

Is this for a: (check type)

☐ Parent Company

☐ Subsidiary

☐ Predecessor Firm

☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐

Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

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

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

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

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

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

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name: **CONCRETE WORKS & PAVING, INC**

Revised May 1, 2021

Supplier: CONCRETE WORKS & PAVING INC**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

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

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

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

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

CONCRETE WORKS & PAVING, INC
VENDOR NAME

PRESIDENT
TITLE

12/03/2021
DATE

REVISED MAY 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

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

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace

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

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

CONCRETE WORKS & PAVING, INC
VENDOR NAME

PRESIDENT
TITLE

12/03/2021
DATE

Revised May 1, 2021

Supplier: CONCRETE WORKS & PAVING INC

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

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

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

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

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

ALVARO A. MEDINA JR
Authorized Signature/Name

PRESIDENT
TITLE

CONCRETE WORKS & PAVING, INC
Vendor Name

12/3/2021
DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

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

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

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

- 1. Subcontracted Firm's Name: **ARROW ASPHALT & ENGINEERING, INC**
Subcontracted Firm's Address: **3050 NW 129 ST., OPA-LOCKA, FL, 33054**
Subcontracted Firm's Telephone Number: **3056888686**
Contact Person's Name and Position: **SHAWN O'TOOLE, PRESIDENT**
Contact Person's E-Mail Address: **ARROWASPH@AOL.COM**
Estimated Subcontract/Supplies Contract Amount: **200,000**
Type of Work/Supplies Provided: **MILLING AND ASPHALT PAVING**
- 2. Subcontracted Firm's Name: **ARGOS USA**
Subcontracted Firm's Address: **1480 S POWERLINE RD., DEERFIELD BEACH, FL, 33442**
Subcontracted Firm's Telephone Number: **2392471117**
Contact Person's Name and Position: **GRETta MUNOZ, SALES**
Contact Person's E-Mail Address: **GMunozg@argos-us.com**
Estimated Subcontract/Supplies Contract Amount: **200,000**
Type of Work/Supplies Provided: **READY MIX CONCRETE SUPPLIER**
- 3. Subcontracted Firm's Name: **PRECISE STRIPES, LLC**
Subcontracted Firm's Address: **2071 SW 70 AVE., SUITE G4, DAVIE, FL, 33317**
Subcontracted Firm's Telephone Number: **9543807303**
Contact Person's Name and Position: **MANNY LOPEZ, PRESIDENT**
Contact Person's E-Mail Address: **manny@precisestripes.com**
Estimated Subcontract/Supplies Contract Amount: **50,000**
Type of Work/Supplies Provided: **STRIPING**
- 4. Subcontracted Firm's Name: **NONE**
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

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

ALVARO A. MEDINA JR
Authorized Signature/Name

PRESIDENT
TITLE

CONCRETE WORKS & PAVING, INC
Vendor Name

12/3/2021
DATE

Revised May 1, 2021

Supplier: CONCRETE WORKS & PAVING INC**TRENCH SAFETY ACT REQUIREMENT**

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

Florida Trench Safety Act, Section 553.60-553.64 Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

Open-end Contract:

Description	Unit of Measure	Unit Price	Method
12' TRENCH BOX	LF	15000	SHORES WALL PLACEMENT

Special Shoring, if applicable: SQ. FT.

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
-------------	-----------------	----------	------------	------------	--------

Special Shoring, if applicable: SQ. FT. Unit Price Method

Total \$

ALVARO A. MEDINA JR
Authorized Signature/Name

PRESIDENT
TITLE

CONCRETE WORKS & PAVING INC
Vendor Name

12/3/2021
DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

Workforce Investment Program Requirements:

- A. In accordance with [Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program](#) (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize [CareerSource Broward](#) (CareerSource) and their contract partners as a firstsource for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
 10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification may be obtained on the Office of Economic and Small Business Development website:
broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program

requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program

CONCRETE WORKS & PAVING, INC(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

ALVARO A. MEDINA JR
AUTHORIZED SIGNATURE/NAME

PRESIDENT
TITLE

12/3/2021
DATE

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

LOCATION CERTIFICATION

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

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

For Invitation for Bids:

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

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

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

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

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

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

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

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

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

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

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

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

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

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

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

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

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

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

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

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

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

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

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

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

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by

the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: **ALVARO A MEDINA JR**

TITLE: **PRESIDENT**

VENDOR NAME: **CONCRETE WORKS & PAVING INC**

DATE: **12/2/2021**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

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

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

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

☒ Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

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

AUTHORIZED SIGNATURE/ NAME: **ALVARO A. MEDINA JR**

VENDOR NAME: **CONCRETE WORKS & PAVING, INC**

TITLE: **PRESIDENT**

DATE: **12/3/2021**

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8066 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth 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.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being

delivered: **DUMP TRUCKS**

Vendor Name: **CONCRETE WORKS & PAVING, INC**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

Supplier: **CONCRETE WORKS & PAVING INC**

Bid Bond, Bid Guarantee, Performance and Payment Guarantees, and Qualifications of Surety Requirements for Goods and/or Services:

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

Broward County Purchasing Division 115
South Andrews Avenue, Room 212 Fort
Lauderdale, FL 33301
- C. **Performance and Payment Guarantees:** within 10 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the **Performance Bond Form** and **Payment Bond Form**.
1. The bonds shall be in the amount of **one hundred percent (100%)** of the total contract amount of a fixed contract or total contract amount of the initial contract term or a multi-year contract containing one or more renewable term guaranteeing to County the completion and performance

of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section. Qualifications of Surety.

2. Each bond shall continue in effect for one year after completion and acceptance of the performance or work with liability equal to one hundred percent (100%) of the Contract price for work performed, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the work.
3. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of, money order, certified check, cashier's check or an original **Bid Guarantee – Unconditional Letter of Credit** as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
4. The Vendor is required at all times to have valid Performance and Payment Guarantees (or other approved security) in force covering the work being performed.
5. The Vendor agrees to keep such Guarantees (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

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

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

Amount of Bond

Surety Ratings

Financial Size Category

\$500,001 to	\$1,000,000	A, A-	Class I
\$1,000,001 to	\$2,000,000	A, A-	Class II
\$2,000,001 to	\$5,000,000	A	Class III
\$5,000,001 to	\$10,000,000	A	Class IV
\$10,000,001 to	\$25,000,000	A	Class V
\$25,000,001 to	\$50,000,000	A	Class VI
\$50,000,001 to	or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate

of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

Revised 06/30/2021