



Agreement

I. Parties

This Agreement, 2019-35 is made this 23rd day of September 2019, by and between High Tech Engineering, Inc ("Contractor"), located at 13284 SW 120th St Miami, FL 33186 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for underground utility locate services not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with Broward County, dated April 9, 2019 except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract PNC211640B1_2, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide underground utility locate services to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Underground Utility Locate Services Agreement will be referenced as Contract #2019-35.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



EFFECTIVE DATE

Month _____ Day _____ of 2019

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Carlos Acosta, Public Works Director
(305) 364-6100 ext. 1129 acostac@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: Octavio Vidal, email: ovidal@htlocating.com

Title: Regional Manager, phone: 786-345-0986

High Tech Engineering, Inc.

Contractor

Signature

Manuel Calvo

Name (Print)

President

Title

Town of Miami Lakes

Edward Pidermann, Town Manager

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, High Tech Engineering, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,
(type title of officer).

Manuel Calvo, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 16 day of September, 2019.



Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT PNC211640B1_2

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

TRANSMITTED VIA EMAIL

April 26, 2019

Octavio Vidal
High Tech Engineering, Inc.
13284 SW 120 Street
Miami, FL 33186
Email: ovidal@htlocating.com

RE: Solicitation No. PNC2116408B1_2, Subsurface Facility and Utility Locating Services
GROUP 1 Traffic Engineering Facilities and GROUP 2 Water and Wastewater Service

Dear Mr. Vidal:

This is to confirm that the Director of Purchasing has accepted your solicitation response on the above-referenced solicitation.

A tabulation of all responses received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning April 9, 2019 and ending April 8, 2020, with the option to renew for two one-year periods. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: _____
Danea Cohen-Ebanks, Purchasing Agent

C: Delanor Nurse, Traffic Engineering Division

Award Letter to Vendor
Rev. 3/27/2014

Solicitation PNC2116408B1

Subsurface Facility and Utility Locating Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid PNC2116408B1 Subsurface Facility and Utility Locating Services

Bid Number PNC2116408B1
Bid Title Subsurface Facility and Utility Locating Services

Bid Start Date Apr 27, 2018 9:25:09 AM EDT
Bid End Date May 21, 2018 2:00:00 PM EDT
Question & Answer End Date May 14, 2018 5:00:00 PM EDT

Bid Contact Danea Cohen-Ebanks
Purchasing
954-357-6317
dcohen@broward.org

Bid Contact Carolyn Messersmith
954-357-5857
cmessersmith@broward.org

Contract Duration **1 year**
Contract Renewal 2 annual renewals
Prices Good for **120 days**
Pre-Bid Conference **May 8, 2018 2:30:00 PM EDT**
Attendance is optional
Location: Traffic Engineering Division
2300 W. Commercial Blvd.
Training Room B
Fort Lauderdale, FL 33309

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

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

Bid Comments **Scope of Work:** Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Broward County Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of the County's underground facilities/utilities.

This solicitation is open to the general marketplace.

Basis for Award: Group award. Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding

the requirements of the solicitation. Vendors shall submit *all* questions or clarification inquiries through the Question and Answers (Q&A) section available in BidSync by the date and time referenced in the solicitation document (including any addenda). All responses will be addressed in the Q&A section. The County is not obligated to respond to any questions or clarification inquiries received after the listed deadline or received by means other than BidSync.

Submittals: Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Vendors should not complete any of the documents included in the BCF 170; these will be completed and executed at a later date. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.**

Added on May 14, 2018:

The following are changes (~~striketrough~~ removed; underlined bolded is added):

L. "Locates with Ground Penetrating Radar (GPR)":

GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.

As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

Contractor's GPR must have the capability to penetrate up to a minimum depth of ~~fifty~~ twenty (20) feet.

Addendum # 1

New Documents	Security Requirements - Port Everglades		
Previous End Date	May 18, 2018 2:00:00 PM EDT	New End Date	May 21, 2018 2:00:00 PM EDT

Item Response Form

Item	PNC2116408B1--01-01 - GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	65000 each
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>Refer to Specifications and Requirements</u> N/A N/A FL 33301 Qty 65000

Description

Standard Locate and mark Traffic Engineering Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item	PNC2116408B1--01-02 - GROUP 1 - Traffic Engineering Facilities: Emergency Locates
Lot Description	GROUP 1 - Traffic Engineering Facilities
Quantity	40 each
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>Refer to Specifications and Requirements</u>

N/A
N/A FL 33301
Qty 40

Description

Emergency Locate outside normal work hours (4:01pm to 6:59am) national holidays and all day Saturday and Sunday

Item **PNC2116408B1--02-01 - GROUP 2 - Water and Wastewater Service: Standard Locate and Mark**
Lot Description **GROUP 2 - Water and Wastewater Service**
Quantity **19756 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 19756

Description

Standard Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item **PNC2116408B1--02-02 - GROUP 2 - Water and Wastewater Service: In-Plant Locate and Mark**
Lot Description **GROUP 2 - Water and Wastewater Service**
Quantity **50 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 50

Description

In-Plant Locate and mark Broward County Water and Wastewater Service (WWS) Facilities in the area specified in the SSOCOF ticket, or white lined by Excavator

Item **PNC2116408B1--02-03 - GROUP 2 - Water and Wastewater Service: Emergency Locates**
Lot Description **GROUP 2 - Water and Wastewater Service**
Quantity **20 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 20

Description

Emergency Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

Item **PNC2116408B1--03-01 - GROUP 3: Furnish and Install Rigid SRM**

Lot Description GROUP 3
Quantity **25 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
 Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 25

Description
Furnish and Install Rigid Standard Route Markers (SRM)

Item **PNC2116408B1-03-02 - GROUP 3: Furnish and Install Utility Locating Pavement Markers**
Lot Description GROUP 3
Quantity **25 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
 Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 25

Description
Furnish and Install Utility Locating Pavement Markers (Existing Concrete/Pavement)

Item **PNC2116408B1-03-03 - GROUP 3: Taking GPS Coordinates**
Lot Description GROUP 3
Quantity **25 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
 Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 25

Description
Taking Global Positioning System (GPS) Coordinates utilizing Sub-meter equipment

Item **PNC2116408B1-04-01 - GROUP 4: Soft Dig Locate**
Lot Description GROUP 4
Quantity **40 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
 Refer to Specifications and Requirements
 N/A
 N/A FL 33301
 Qty 40

Description
Locate and expose buried infrastructure with Soft-Dig method non-destructive method, mark and document location, depth, size and type. Fill hole back with clean fill and Restoration

Item **PNC2116408B1--05-01 - GROUP 5 - Port Everglades: Standard Locate and Mark < 500 Feet**
Lot Description **GROUP 5 - Port Everglades**
Quantity **2000 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 2000

Description
Standard Locate and mark Port Everglades Facilities < 500 Feet

Item **PNC2116408B1--05-02 - GROUP 5 - Port Everglades: Standard Locate and Mark > 500 Feet**
Lot Description **GROUP 5 - Port Everglades**
Quantity **1500 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 1500

Description
Standard Locate and mark Port Everglades Facilities > 500 Feet

Item **PNC2116408B1--05-03 - GROUP 5 - Port Everglades: Emergency Port Locate**
Lot Description **GROUP 5 - Port Everglades**
Quantity **50 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 50

Description
Emergency Port Locate outside normal work hours (5:01pm to 7:59am) national holidays and all day Saturday and Sunday

Item **PNC2116408B1--05-04 - GROUP 5 - Port Everglades: Locate with Ground Penetrating Radar**
Lot Description **GROUP 5 - Port Everglades**
Quantity **200 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301

Qty 200

Description

Locate with Ground Penetrating Radar (GPR) and mark utility

Item **PNC2116408B1--05-05 - GROUP 5 - Port Everglades: Locate with Vacuum Digging (unpaved area)**
Lot Description **GROUP 5 - Port Everglades**
Quantity **10 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 10

Description

Locate vacuum digging and mark (unpaved area)

Item **PNC2116408B1--05-06 - GROUP 5 - Port Everglades: Locate with Vacuum Digging (paved area)**
Lot Description **GROUP 5 - Port Everglades**
Quantity **10 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 10

Description

Locate vacuum digging and mark (paved area)

Item **PNC2116408B1--05-07 - GROUP 5 - Port Everglades: Placement of Electrical Markers**
Lot Description **GROUP 5 - Port Everglades**
Quantity **25 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to Specifications and Requirements](#)
N/A
N/A FL 33301
Qty 25

Description

Placement of electrical markers after line exposed (Markers provided by Port Everglades)

SPECIFICATIONS AND REQUIREMENTS

Subsurface Facility and Utility Locating Services

1. **SCOPE OF WORK OVERVIEW**

Broward County requires Subsurface Facility/Utility Locating Services that accurately and comprehensively identify and mark all of our underground facilities/utilities. The Contractor shall receive locate request Tickets through the Sunshine State One Call of Florida, Inc. (SSOCOF) system. The County screens all Tickets first using Bytronics and then dispatches Tickets that have Underground Facilities within the Locate Ticket description area.

The County reserves the right to inspect the contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.

2. **BIDDER EXPERIENCE**

- A. Bidder must have been actively engaged in the field of utility locating and marking for a period of no less than a minimum of three (3) years experience in providing underground facility/utility location services within the State of Florida and shall have office facilities located within Broward, Palm Beach or Miami-Dade Counties.
- B. Prior to award, Bidder must provide evidence of past experience in properly handling fiber-optic cable and related splice enclosures, as such equipment is likely to be encountered when the locating technician is required to enter a fiber optic pull box in order to locate conduit containing fiber-optic cable, or a pull box which contains both twisted-pair copper interconnect cable and fiber-optic cable. Bidder must have experience in properly handling Traffic Signalized Intersections, Lighting and other associated electrical conductors. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.
- C. Prior to award, Bidder must provide evidence of past experience in properly handling Water, Waste Water and Storm Drain utilities both Metallic and Non-Metallic pipes. Bidder shall provide a minimum of three (3) references for projects completed for the aforementioned scope.

3. **PAY ITEMS**

- A. **Standard Locate and Mark (Group 1, Item 1; Group 2, Item 1; Group 5, Items 1 & 2)**
 - 1. See Definitions, Section 11.O of these specifications.
 - 2. Payment shall be made as stated in Section 9.
- B. **Emergency Locates (Group 1, Item 2; Group 2, Item 3; Group 5, Item 3)**
 - 1. See subsection 6.G of these specifications.
- C. **In-Plant Locate and Mark (Group 2 – item 2)**
 - 1. To include all Broward County Water & Wastewater Services (WWS) and Traffic Engineering Division (TED) facilities in the area specified in the SSOCOF Ticket, or white-lined by the Excavator. The location will be defined by the Broward County Property Lines within the designated facility.
 - 2. In-Plant locates will be accomplished with the use of Ground Penetrating Radar (GPR).
- D. **Furnish and Install Rigid Standard Route Markers (SRM) (Group 3, Item 1)**
 - 1. Bidder shall furnish and install rigid-type Standard Route Markers (SRM) as directed by the County in order to clearly mark the location of the underground conduit system.
 - 2. An SRM is a rigid, tubular, in-ground driven post used for visual (non-electronic) location and notification purposes of existing underground conduit. The SRM shall be fabricated and installed in accordance with of the 2018 Florida Department of Transportation (FDOT) Standards Specifications for Road and Bridge Construction, Section 630 pertaining to SRM's.

- a) In general, the SRM shall be a white post with a top fitting cover that is orange with white lettering and graphics. More specific information regarding materials, dimensions and performance characteristics of the SRM post are outlined in the 2018 FDOT Standard Specifications for Road and Bridge Construction.
 - b) SRM's shall be installed in accordance with FDOT specifications, generally a maximum of 500 feet apart, aligned such that a clear line of sight is maintained from one marker to the next.
3. Payment shall be made per each SRM furnished and installed along the located conduit route. Payment for the furnishing and installation of the SRMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s). Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

E. Furnish & Install Utility Locating Pavement Markers (Existing Concrete/Pavement)(Group 3, Item 2)

1. Bidder shall furnish and install Utility Locating Pavement Markers (ULPMs) in existing concrete or asphalt pavement as directed by the designated County agency in order to clearly mark the location of the underground conduit system.
2. Markers:
 - a) The pavement marker shall be round, medallion or disc type marker between 2" and 2.5" in diameter, 0.125" in thickness, with a slightly recessed top surface, to be installed into the existing concrete or pavement with a countersink drill bit system, such that the anchoring stem of the marker is a minimum of 0.500" diameter and 0.675" deep (measured from the top surface of the marker).
 - b) The marker shall be made of bronze, with a minimum 10-year warranty/guarantee against outdoor weathering.
 - c) Material shall be tested and approved for a minimum operating temperature range between -50 degrees (F) and 150 degrees (F).
 - d) Markers shall be available in a variety of colors, but orange and red are required.
 - e) The top face of marker shall be able to be custom imprinted by the fabricator with a minimum 35-character utility owner message (e.g., "WARNING ITS COMMUNICATION/FIBER OPTICS") circulating around the circumference of the marker, and a minimum 24-character contact information message (parallel lines of text) internal to circulating message.
 - f) ULPMs shall be installed at spacing identified by the County, which could range from 4 feet to 500 feet apart, depending on the curvature and configuration of the conduit path.
3. Payment for the furnishing and installation of the ULPMs shall be separate and in addition to the unit price for locating and paint marking of the underground conduit(s).
4. Bid pricing shall include all labor, materials, equipment, and maintenance of vehicle/pedestrian traffic for a complete installation.

F. Taking of Global Positioning System (GPS) Coordinates (Group 3, Item 3)

1. See subsection 6.N of these specifications.

G. Soft Dig Locate (Group 4, Item 1)

1. Pay Item shall not be used in conjunction with any other pay item in this contract. This item is for, when requested/ordered, the express purposes of physically locating, exposing and verification of buried infrastructure.
2. The cost shall be a unit cost for each soft dig excavation hole. It will include Maintenance of Traffic (i.e. signing, lane closure, etc.), all labor, materials, equipment and incidentals necessary to determine and record the horizontal and vertical location of the buried infrastructure. The price shall include backfilling to density, pavement repair, sodding and cleanup and restoration.

3. A soft dig service to locate buried infrastructure for various County departments.
4. The soft dig method shall be capable of opening a hole a minimum of eight (8) inches in diameter and to a maximum depth of twenty-five (25) feet.

H. Standard Locate and Mark (Group 5, Item 1)

Locate and mark all Port Everglades (PEV) owned facilities in the area specified for small projects up to 500 feet.

I. Standard Locate and Mark (Group 5, Item 2)

Locate and mark all Port owned facilities in the area specified for large projects greater than 500 feet.

J. Locate with Ground Penetrating Radar (GPR) (Group 5, Item 4)

Locate with use of ground penetrating radar (GPR) and mark utilities.

K. Locate with Vacuum Digging (Group 5, Item 5)

Locate with vacuum digging (pot holing) and mark utilities in unpaved areas.

L. Locate with Vacuum Digging (Group 5, Item 6)

Locate with vacuum digging (pot holing) and mark utilities in paved areas.

M. Placement of Electric Markers (Group 5, Item 7)

Placement of electric markers after line has been exposed. Markers to be provided by Port Everglades.

4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. The qualified Contractor is responsible for all the cost of performing locating functions for the tickets issued to them and are required to ensure proper marking (locates).
- B. Provide office and field equipment (desktops and laptops) that are compatible to Broward County's equipment through Digtrack Ticket Management system and IRTHNet One Call Ticket Management and Map Screening applications.
 - (1) Provide access to the County to the Contractor's database for electronic delivery of all locate request tickets to a single electronic address. The contractor shall dispatch tickets to their personnel to perform locates within defined timeframes.
 - (2) Provide electronic data with a format that utilizes IRTHNet and Bytronics (no substitutions) and shall allow for integration with current County IRTHNet software or any revisions thereof.
 - (3) Work closely with County to provide uninterrupted electronic communications in the event of scheduled upgrades, or migrations that may occur within the County's Information technology system.
 - (4) Establish compatible electronic communications to the current County database within five (5) County business days of notification of contract award.
- C. Provide sufficient qualified staff to perform services as defined.
- D. Receive and record locate ticket from Broward County during standard Broward County business days and office hours (approximately 8:00 a.m. to 4:00 p.m. for TED and WWS, 8:00 a.m. to 5:00 p.m. for PEV).
- E. Follow the Scheduler's instructions noted on the locate ticket.
- F. Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.
 1. It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the Ticket's location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

- G. Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County.
- H. Equip field personnel with laptops or other suitable portable electronic equipment capable of managing information in digital format. Receive and safeguard all County location maps or records made available for locating purposes in a clean dry area in their facility.
- I. Maintain records appropriate to support invoicing and recording requirements set forth in this contract. Contractor agrees to the records retention period also set forth in said contract. Said records shall include a set of digital photographs, which shall be filed under the ticket number, and shall be date/time stamped for each of the areas marked and/or flagged.
- J. Use equipment and technology current at the time of award and every means necessary to locate and mark Broward County's underground systems. All Locating equipment or devices being used by the Contractor are subject to the County's approval prior to or during the execution of this contract.
- K. Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the County, in accordance with recommendations made by the designated County agency.

5. **DUTIES AND RESPONSIBILITIES OF COUNTY**

- A. Provide access to the current database for communications from the Contractor on locate status.
- B. Provide the Contractor with a set of keys needed to open all traffic control cabinets to identify and connect to all underground feeds entering the cabinets. These keys will be returned to the County upon expiration or termination of this contract.
- C. Provide the Contractor with reasonable training on the procedures used in identifying the facilities and practices to be applied when operating inside the traffic control cabinets.
- D. Provide the Contractor with computerized GIS and/or CAD maps and drawings of all documented Broward County WWS, TED and PEV underground structures. To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the County. The Contractor understands that the maps furnished by the County shall be the **approximate general location of County buried facilities and that accuracy is not guaranteed (only that there are facilities in the general area)**. In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD. These events need to be recorded by the Contractor and relayed to the County agency responsible for the underground systems. Where County maps do show underground systems, the Contractor will be responsible for locates as described in this contract. The Contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate sites.

6. **LOCATE REQUEST TICKET PROCESSING**

- A. County will assign locate request tickets to Contractor.
- B. Response Time:
The Line Locate Contractor will be responsible for making arrangements with all excavators for locate requests.

(1) All standard locate requests shall be processed, and a positive response posted to the system, within two (2) County business days of receipt from the County. Requests for an underwater excavation shall be processed, and a positive response posted to the system, within ten (10) days of receipt from the County.

(2) After such time as stated above, if no response is posted to the system, the ticket becomes "late" and the system will automatically resend that ticket to the Member operator at the current rate for such late ticket. County will deduct late ticket amounts from the current month's payment to the contractor.

(3) Emergencies shall be processed with (2) hours of receipt from the County. The Contractor shall immediately contact all applicable Excavators requiring a meeting. The meetings shall be held between the Contractor and Excavator, as required, when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".

(4) Response codes to SSOCOF must be entered into the system by the Contractor within two (2) County business days of receiving the locate ticket.

(5) All marking delay requests must be documented by the Contractor with the excavator within two (2) County business days of receiving the locate ticket with copy to the designated County agency.

- C. Meetings shall be held between the Contractor and Excavator as required when the extent and location of an excavation is undeterminable from the written or verbal communications (language on the ticket), or when requested by the designated County agency, Excavator or the Contractor. The Contractor shall document the meeting(s) and outcome in "Positive Response".
- D. A locate ticket will include:
- (1) Any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation, irrespective of quantity or types of Broward County underground infrastructure identified within this 500 feet.
 - (2) The actual locating of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to one hundred fifty (150) feet in either direction of the intersections. Except within the Port jurisdictional boundary where locates will sometimes be in off street areas such as dock side, or container yards, etc.
 - (3) When the Contractor believes a request is in excess of the 500-foot limit, the Contractor will instruct the Excavation Site Contractor to white-line the proposed excavation site, as provided in FLA. STATUTE 556. The Contractor will immediately inform the County electronically (e-mail) of the action taken and provide the actual number of locate units for that site. This document must be submitted with the Contractor's invoice for which it applies; else, the charge will not be reimbursed.
- E. Locate tickets which are originated by different excavating contractors in the same geographic areas within two (2) County business days are considered requests for the same facilities and the Contractor will be compensated for one physical locate in this area for all related tickets. Ticket revisions will not incur separate/additional charges as they are simply updates to the original ticket.
- F. All facilities located on concrete or asphalt surfaces shall be marked with the appropriate color paint, and facilities located in dirt or grassy areas will be marked with paint plus the appropriate color flags as dictated in Florida Statute 556.
1. Offset marks shall also accompany where markings are in dirt/grass and also where the markings will be disturbed or removed by the proposed excavation.
- G. **Emergency Locates:**
An emergency locate ticket received after the close of business or during weekends or holidays must be performed within **two hours or less** from time received. Emergency tickets cannot wait until the next business day. The Contractor will provide a 24-hour contact number for such requests. Contractor will report to the locate site with necessary appropriate equipment and personnel to complete the request. Emergency locate requests can be done verbally by phone and/or email with a follow up ticket request to be done during business hours.
- H. Those locations where field visits indicate that no underground facilities exist should be so coded indicating that there is **no conflict** to show the Contractor has visited the site.

- I. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty-four (24) inches plus one half (½) the diameter of the underground facility.
- J. Contractor may provide additional services such as maintenance of marks and stakes if specifically requested to do so by Broward County. Prior to the Contractor's commencement of the additional services, Broward County must specifically approve such additional services and the costs charged will be at the rates specified in the Bid sheets for the applicable Pay Items.
- K. In the event the Contractor is unable to physically locate County utilities after exhausting all the approved methods for locating underground facilities, Contractor shall contact the excavating contractor to inform of the presence of any identifiable, but un-locatable facilities. The Contractor will also advise the excavating contractor, via electronic communication (e-mail) that any location information supplied may not be within the definition of Reasonable Accuracy. The contractor shall immediately inform the designated County agency electronically (e-mail) of the action taken.
- L. County expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets. These are the only acceptable disposition codes:
 - 1 – Marked
 - 2E – Marked with Exceptions - marked within the confines of the White-lined area
 - 4 – Clear, no facilities
 - 5 – No conflict, utility is outside of the requested work site.***Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.***
- M. Any other provisions of this contract to the contrary notwithstanding, the Contractor reserves the right to decline any locate tickets in areas which the Contractor deems impractical to serve due to inaccessibility or other reasonable conditions. County will monitor these situations and modify procedures, if necessary, for future assignments.
- N. The Contractor shall have the capability to take Global Positioning System (GPS) coordinates. The GPS coordinates are to be the Geographic Coordinate Reference GCS_North_American_1983_HARN using the Florida East State Plane System (NAD_1983_HARN_StatePlane_Florida_East_FIPS_0901_Feet) and the readings are to have an accuracy rate for the facilities in the Sub-Meter Accuracy range. For a one site excavation, a single GPS locate for each Broward County underground WWS, TED and PEV shall be performed. When excavations traverse an area up to the 300-foot limit a set of two GPS points shall be performed establishing a straight line. GPS data shall be compiled in electronic format and forwarded to the appropriate County unit for integration into the County's Oracle-based Computerized Maintenance Management System.

7. **DAMAGE TO FACILITIES**

- A. Contractor shall investigate all incidents of buried facility damage when the accuracy of the County's facilities is suspect or questionable and will submit to the designated County agency a written report of said investigation with photos of the area, within five (5) County business days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of five (5) years. The Contractor will provide testimonial support in cases deemed necessary by the County.
- B. Contractor shall be responsible for all costs incurred to repair damages to County facilities that were incorrectly located by the Contractor, regardless of reason. The designated County agency shall document the damages and formally inform Contractor of the cost to repair the facilities. County will deduct the repair costs from future payments to the Contractor until the obligation is fulfilled.
- C. The County may elect to use a separate company to do a parallel investigation to determine the precise details of the incident and to determine responsibility for the damages that were incurred during excavation work.

8. **RECORD KEEPING and REPORTING**

- A. The Contractor agrees to maintain records to support all work performed and all items billed to the County and shall retain all such records for a period of five (5) years.
- B. The Contractor must retain all digital files or other written messages for five (5) years.
- C. The County may request from the Contractor, at no additional cost, audit details of all or randomly selected tickets received for each billing period.
- D. The Contractor shall prepare a formal report of incidents or damages concerning accuracy of the Locate process including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the designated County agency within five (5) County business days of the reported error.

9. **INVOICING AND PAYMENTS**

- A. Separate invoicing by the Contractor shall be performed on a monthly basis to each designated County agency.
- B. Contractor must submit invoices by the 8TH of the following month.
- C. Acceptable Billing Codes
 - 1 – Marked
 - 2E – Marked with Exceptions - marked within the confines of the White-lined area
 - 4 – Clear, no facilities
 - 5 – No conflict, utility is outside of the requested work site.**Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.**
- D. The Contractor's invoice shall include the following sections and data items:
 - (1) **HEADER**
 - a. Broward County purchase order number
 - b. Invoice Date
 - c. Invoice Number (Contractor's next sequential number for this purchase order)
 - d. Bill Period during which the services were performed
 - e. The total number of tickets (QTY) and units received during the Bill Period
 - f. Total number of located, marked or cleared tickets (QTY) and units for the Bill Period
 - g. Total number of tickets (QTY) and units received during the Bill Period but were not located and marked. Provide details in backup documentation and include SSOCOF Disposition Code for the requests that were not marked.
 - (2) **BODY**
 - a. Commodity Code Item Number (Refer to Bid Sheet)
 - b. Commodity Code Description (Refer to Bid Sheet)
 - c. Number of tickets located
 - d. Number of Units (as listed in located ticket)
 - e. Unit Price
 - f. Total Due per Commodity Code
 - g. Total Due (current invoice)
 - h. **Number of tickets received from Broward County Traffic Engineering Division within the billing period**
 - (3) **SUMMARY**
 - a. Overdue Balance
 - b. Total Balance Due Contractor
 - c. Remittance Address
- E. Include a Microsoft Excel or equal format itemized attachment in the invoice package that includes the following data for tickets located or cleared during the Bill Period. **Note that this information must match ticket detail in the SSOCOF system; else, the ticket is not eligible for compensation. A sample template will be provided by the County.**
 - (1) Ticket Number
 - (2) Number of Units (as shown in ticket details)

- (3) Date received
- (4) Location with cross street (as shown in ticket details)
- (5) Date located (or N/A if not located)
- (6) Reason Code (if "Date Located" is N/A)
- (7) Type of Request
- (8) Sub-totals and totals for each
- (9) **Total number of tickets received per day from Broward County Traffic Engineering Division**

- F. Each designated County agency will review the invoice package and inform the Contractor of any disputed charges. Contractor will be provided the opportunity to provide additional justification for payment before County calculates the final remittance amount and processes payment. The Contractor will be advised to submit a revised invoice if numerous discrepancies are noted.

10. **DISCREPANCIES**

Due to the nature of WWS and PEV underground facilities, having an accurate source of information of its location is vital for an effective and efficient protection. The reality is that many times, a significant percentage of this information is outdated or incorrect.

When a discrepancy is encountered in the field, the risk of an incorrect marking is substantially increased, thus jeopardizing the underground facilities. In this case, the correct line of action would be to locate the line using GPR, Vacuum Excavation or other suitable means.

Once the facility is properly located, it is imperative to record its exact location via G.P.S. and correct the Facility System Plan. Therefore, avoiding the cost of GPR and soft digging the next time the same facility needs to be located.

11. **DEFINITIONS**

- A. **"County Business Day"**: Any day, 8:00 a.m. to 4:00 p.m., other than Saturday, Sunday or any legal federal, state or local holiday.
- B. **"Damage Investigation"** An unbiased 3rd party to investigate damage incidents involving Broward County facilities.
1. Locating firms markings accuracies (within tolerance)
 2. Excavator responsible for damaging facilities
 3. Respond to damage when called
 4. Collect all evidence relative to damage incident
 5. Document management
 6. Avoid case getting "COLD"
 - a. Locate Ticket not requested
 - b. Locate Ticket not accurate
 - c. Inaccurate markings
 - d. Insufficient markings
 - e. No markings
 - f. Incorrect ticket closure
 - g. One-call Center error
 - h. Insufficient excavation practices
 - i. Insufficient white lining
 - j. GIS/CAD map omission
- C. **"Excavation"**: Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).
- D. **"Excavation Site"**: The area where an Excavator intends to perform or actually performs Excavation.

- E. **“Excavator”**: Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Broward County Underground Facilities.
- F. **“Excavator Notification”**: Notification given to the Excavator that the underground facilities are not present at the Excavation Site.
- G. **“Facility Owner”**: The owner of a specific Underground Facility. For purposes of this contract, the Facility Owner is Broward County.
- H. **“Identified, But Un-locatable”**: An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in 11-S).
- I. **“Locatable Underground Facility”**: An Underground Facility which can be field marked with Reasonable Accuracy (as defined in 11-S) by using devices capable of identifying and locating Broward County Underground Facilities within the required range of accuracy, or by use of Broward County Maps, Records, and GIS.

A. Traffic Engineering Division;

- a. Traffic Signal Intersections
- b. Communications cables both copper and fiber optic types
- c. School Flasher
- d. Electrical
- e. Street Lighting
- f. Variable message signs
- g. CCTV stations
- h. Misc.

B. Water/Waste Water Services both Metallic and Non-Metallic pipes:

- a. Potable Water
- b. Raw water
- c. Sewer both gravity and force main
- d. Re-use
- e. Brine
- f. Electric services to Pump and/or Lift Stations
- g. Misc.

C. Port Everglades;

- a. Port Owned Electric
- b. Potable Water
- c. Sewer both Gravity and Force Main
- d. Drainage Pipes
- e. Communications
- f. Misc.

J. **“Locates with Radio Frequency”**: None

K. **“Locates with Sonde”**: The Sonde, when used shall be able to be inserted into a conduit with cable

L. **“Locates with Ground Penetrating Radar (GPR)”**:

GPR technology allows location of underground facilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground facilities.

GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates.

As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

Contractor's GPR must have capability to penetrate to a minimum depth of fifty (20) feet.

A commercial GPR system, called the CART (Computer Assisted Radar Tomography) Imaging System, has been tested for more than a year in surveys in major cities of the US and Europe. The CART system uses a highly-efficient GPR array (developed by Mala Geoscience), which can be towed by a vehicle or pushed in front of a modified commercial lawnmower at speeds of up to about 1km/h (30 cm/s).

The CART systems rely on precise geometry control provided by a self-tracking laser theodolite. GPS (global positioning system) was also considered, but is not yet accurate and fast enough in city environments to control precise radar surveying. As the CART array moves along the ground, a laser theodolite locks on and follows a prism mounted next to the array. The CART system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas.

As part of standard CART surveys, the laser theodolite is also used to map surface features such as curbs, maintenance access structures, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

The CART's 3D images clearly show the approximate size, shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. CART images also contain information about the material composition of buried structures (metal vs. plastic) and soil conditions. Special image processing software is used to extract and highlight utility lines and conduits.

M. **“Locate with Vacuum Digging”:**

When Standard Locate techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error by performing a series of soft digs until the Facility is exposed. Soft Digging can also be used when the inverted elevation of a Facility is required.

N. **“Locate Request”:** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

O. **“Marking”:** The application of paint, flags and/or stakes to clearly identify on a horizontal plane the location of Broward County's Underground Facilities within the tolerances set forth under the current State Laws of Florida governing **UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY**. 1. Use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (10) feet, and at each divergence from a straight line of the cable path in accordance with current marking standards of the American Public Works Association to show the field locations of underground facilities with Reasonable Accuracy (as per Specification and Requirements).

- **Marking cable path's divergence shall begin 10 feet from a straight path and marked every 2 feet through the divergence until a straight path is established by 10 feet.**

2. Offset marking shall be used in addition to the regular standard marking when an excavation area is to be performed where the cable/conduit path is located where the possibility exists that the markings shall be covered or disturbed and/or the markings will no longer be visible.

P. **“Member Operator”:** Agencies of the Broward County Board of County Commissioners.

Q. **“Photographs (Pictures)”:** Taking pictures of locate marks which shall include a reference point in the picture for future identification where the marks were located. Pictures should be attached to the locate ticket.

R. **“Positive Response”:** A system use in the Sunshine811 “IRTHNet One Call” where response codes (Close Codes) are entered and/or additional information can be added as necessary.

1. The contractor shall use the Positive Response system to log all contracts with the Excavator / Ticket originator on what has transpired with the locate Ticket.
 - a. Locate Delays
 - b. Changes to the ticket
 - c. Agreements to how the location will be marked
 - d. Continuation of marking
 - e. Any other reason that the facility has not been marked.

S. **“Reasonable Accuracy”:**

- (1) Locating the approximate horizontal location of an Underground Facility (as defined in 11-Y) to the specifications required by applicable law.
- (2) By definition, a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
- (3) GIS and CAD drawings.

T. **“Standard Locate”:** Most of the locates are “standard” and can be defined as those locates that can be done with the use of Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans (GIS maps). For locates where the aforementioned method(s) cannot be utilized, Ground Penetrating Radar (GPR) and/or the use of a Sonde inserted in the conduit with the cable and/or Vacuum Digging may be necessary and shall be included in the price bid for this item.

ESTIMATED USAGE OF LOCATE METHODS:

- Inductive Radio Frequency/(GIS Maps): 97%
- Sonde Insertion: 1.5%
- Vacuum Digging: 0.5%
- Ground Penetrating Radar (GPR): 1%

(1) **“Standard Locate – Traffic Engineering and Port Everglades” – Traffic Signals, Warning Beacons, Interconnect Conduit, Street Illumination Lighting and School Flashing Devices:** Most of the locates are “standard” and can be defined as those locates that can be done with the use of Conductive Radio Frequency (RF) locators, and/or based on the information provided in the facility system plans. CAD Maps, GIS, and/or guided by superficial facility components such to include but not limited to: electrical conduit, optical cable, electrical/communications I junction boxes, pull boxes, communications cable, signal control boxes, electrical switches and relays. In the event that a facility is found to be without a non-conductive material such as an empty conduit or a Fiber Optic Cable without a trace wire, the contractor shall immediately inform the excavating contractor in order to get an extension to the locate request, and a trace wire will be provided by the Traffic Engineering Division within two (2) County business days following this request.

(2) **“Standard Locates – Water and Sewer and Port Everglades” - Needs to meet one or more of the following conditions:**

- Facility made of conductive material
- Facility is non-conductive material
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence

Most of the locates are “standard” and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the Facility system plans, AutoCAD Maps. GIS, and/or guided by superficial Facility components to include but not limited to:

- Force mains
- Sanitary sewers
- Potable water pipe
- Hydrants
- Valves and maintenance access structures

U. **“Sunshine State One Call of Florida (SSOCOF)”:**

The State of Florida service by which an excavator can notify utility companies of proposed excavations and request field marking of underground facilities.

V. **“The System”:** Electronic State of Florida service using IRTHnet called the Sunshine State One Call of Florida (SSOCOF).

W. **“Ticket”:** The electronic request to physically locate County facilities.

- X. **“Unit”**: Standard locate fee charged per 500 feet. Tickets will include 1-11 units. Only one Standard Locate Fee can be charged per 500 feet, where County maps/GIS and AutoCAD have identified any type of Broward County underground infrastructure, irrespective of quantity.
- Y. **“Underground Facility”, i.e. “Facility”**: Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water or electronic communications.

GENERAL CONDITIONS

Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. Withdrawal:

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. Submission of Bids and Quotations:

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response

is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. Bid Opening (Invitation for Bids only):

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. Addenda:

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. Prices, Terms, and Payments:

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
- (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
- (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 of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
- (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. Open-End Contract:

No guarantee is expressed or implied as to the total quantity of commodities/services to be

purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. Contract Period (Open-End Contract):

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. Fixed Contract Quantities:

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. Awards:

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award 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 Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. Payment:

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. Termination:

(a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the

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

- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this 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 breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. 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 shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. Safety Standards:

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any 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. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. Non-Conformance to Contract Conditions:

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet

delivery schedules may result in Vendor being found in default.

16. Inspection, Acceptance and Title:

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. Governmental Restrictions:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. Legal Requirements:

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. Indemnification:

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its 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 misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. Notice:

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

writing in the manner provided in this section. For the present, the County designates:

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

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

21. Jurisdiction, Venue, Waiver of Jury Trial:

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. Patents and Royalties:

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. Assignment, Subcontract:

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. Qualifications of Vendor:

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. Affiliated Companies Entities of the Principal(s):

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. Equal Employment Opportunity:

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

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

27. Modifications:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. Resolution of Protested Solicitations and Proposed Awards:

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between

8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.

- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract 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 may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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

29. Public Entity Crimes Act:

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. Purchase by Other Governmental Agencies:

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. Public Records:

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. Audit Right and Retention Records:

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

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

33. Procurement Code:

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. Ownership of Documents:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. State of Florida Division of Corporations Requirements:

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. Cone of Silence Ordinance (Invitations for Bids):

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority

takes action which ends the solicitation.

- (c) Any violations of this ordinance by any representative of the 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 there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. Contingency Fees:

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. 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. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. Battery Disposal:

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. Dun & Bradstreet Report Requirement:

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. Code Requirements:

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

42. Special Notice:

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. Samples:

Samples or drawings, when required, shall be 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 the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. Vendor Responsibilities:

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. Vendor Evaluation:

The Contract Administrator will document the Vendor'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 the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor 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 the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. Warranties and Guarantees:

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Subsurface Facility and Utility Locating Services

A. Scope:

Vendors are invited to respond for an open-end contract to furnish all labor, materials, equipment and services required to provide Subsurface Facility and Utility Locating Services throughout Broward County per the **Specifications and Requirements** for the Traffic Engineering Division, Port Everglades, Water and Wastewater Service Division and various other Broward County agencies that may have need of these services.

The initial contract period shall start on date of award, or upon expiration of the current contract (August 21, 2018), whichever is later and shall terminate one (1) year from that date. The Director of Purchasing may renew this contract for two one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:

Specifications and Requirements, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

C. Office of Economic and Small Business Requirements:

The County Business Enterprise (CBE) program shall not apply to this contract; no CBE participation goal is attached to this contract. Although a CBE goal has not been established for this contract, the County encourages Vendors to give full consideration to the use of certified CBE firms to perform work under the contract. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

F. Basis of Award (Group Award):

Award will be considered to the lowest responsive, responsible bidder for each group. A bidder must bid on all items within a particular group to be considered for award of that group.

G. Multiple Awards:

1. The County reserves the right to make multiple awards for this contract. Awards may be made up to a maximum of three (3) responsive, responsible Vendors. In the event the county exercises this right, the low, responsive, responsible Vendor will be designated as the Primary Vendor, the next low, responsive, responsible Vendor will be designated as the Secondary Vendor, and the third low, responsive, responsible Vendor will be designated as the Tertiary Vendor, etc. The County is not obligated to make multiple awards.
2. The Primary Contract will be awarded to the low responsive, responsible Vendor (Primary Vendor). The Secondary Contract and Tertiary Contract (if applicable) will be awarded to the second lowest, responsive, responsible Vendor (Secondary Vendor) and third lowest, responsive, responsible Vendor (Tertiary Vendor) (if applicable) based upon the same unit prices as those submitted by the Primary Vendor for each line item.
3. Purchase Orders issued under the Secondary Contract will be issued when the Primary Vendor is unable to perform or when the County determines that the Primary Vendor's maximum service capacity has been reached (based on outstanding County purchase orders) and additional service capacity is still needed by the County to meet County's service timeframes. If the Secondary Vendor is determined to be unable to meet the County's needs, purchase orders will be issued under the Tertiary Contract, if awarded.
4. In the event, the second low responsive responsible Vendor does not accept the County's offer, the County expressly retains the right to award the Secondary Contract to the third, fourth, fifth, etc., responsive responsible Vendor, with award of the Tertiary Contract following in the same manner (if applicable).
5. The Secondary and Tertiary Vendors (if applicable) agree to execute an Amendment to the solicitation which shall contain the unit prices for each line item as reflected on the Primary Vendor's submittal, and any other matters to ensure compliance with the terms and conditions of the solicitation.

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

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

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

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

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

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

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

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

11. List name and title of each principal, owner, officer, and major shareholder:

- a)
- b)
- c)
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor 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, including the reinstatement date, if granted. Yes No

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

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

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

separate sheet.



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

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

31. 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 personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount: |

Litigation History Requirement

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with 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. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary);
or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

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

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text"/> <hr/> or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing	Name: <input type="text"/>

Counsel

Email:

Telephone Number:

Vendor Name:

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form 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 does not provide benefits to employees' spouses.
 - 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).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form 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 21.31.a. 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).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Date:

Title:

Vendor Name:

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
- B. has a physical business address located within Broward County which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

- Local Business Locally-Headquartered Business

Local or Locally-Headquartered Business

Address:

- Vendor is not a Local Business or Locally-Headquartered Business in Broward County

**AUTHORIZED
SIGNATURE/ NAME**

TITLE

COMPANY

DATE

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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 BidSync.

1. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

4. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Signature/Name	Title	Vendor Name	Date

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.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

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

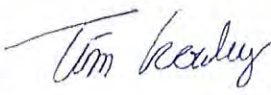
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional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

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned * <i>May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$500,000	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$100,000	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~	(each accident)	\$1,000,000	
	Extended reporting period	2 years	
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. REFERENCE: Subsurface Facility and Utility Locating Services Contract			

CERTIFICATE HOLDER:
Broward County
 Broward County Traffic Engineering Division
 2300 Commercial Blvd.


 Digitally signed by TIMOTHY CROWLEY
 DN: dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=TIMOTHY CROWLEY
 Date: 2018.01.04 15:19:20 -05'00'
 Risk Management Division

Revised 2015

Security Requirements – Port Everglades

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

Question and Answers for Bid #PNC2116408B1 - Subsurface Facility and Utility Locating Services

Overall Bid Questions

Question 1

Is there an estimated budget for this? (Submitted: May 3, 2018 2:03:24 PM EDT)

Answer

- The estimated budget is \$916,885 (Answered: May 7, 2018 2:46:08 PM EDT)

Question 2

Section 11 DEFINITIONS, L

Ground Penetrating Radar is limited by the type of soil conditions it is working in. In some soils a depth of 20 feet is possible, but in others a depth of 20 is not. The last sentence of the definition that a radar must reach a depth of 20 feet is an inaccurate statement.

Can you please remove? (Submitted: May 14, 2018 10:24:05 AM EDT)

Answer

- The specification does not require that the Contractor's Ground Penetrating Radar (GPR) "must reach" a depth of 20 feet. It requires that the Contractor's GPR must have the "capability" to penetrate up to a minimum depth of twenty (20) feet. (Answered: May 14, 2018 3:03:56 PM EDT)

Question 3

On Item 5. DUTIES AND RESPONSIBILITIES OF COUNTY Letter D it reads:

In areas where County maps/GIS and/or CAD maps do not show underground systems and underground systems do exist, the Contractor will not be held responsible, unless the underground systems are a continuation of facilities identified on County maps/GIS and/or CAD.

The last sentence appears to be a contradiction. All county utilities are interconnected; therefore any utility not present in the GIS or CAD will be always a continuation of a utility present in the GIS or CAD.

In the event of a damage, this could be constructed to hold the Locating Contractor liable for damages, regardless the underground infrastructure was not shown in the maps/GIS and/or CAD.

Can this last sentence be clarified?

Please provide an example of a damaged, unmarked facility, not present in prints, where the referred sentence will not apply. (Submitted: May 14, 2018 3:42:50 PM EDT)

Answer

- Refer to Specification and Requirements, Section 4 DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Q1. Refer to Section 4.F - Utilize digital facility Geographic Information System (GIS) plans and/or Computer-Aided Design (CAD) maps provided by the County, in addition to hard copy prints, as a source of information for their field technicians.

Q2. Refer to Section 4.F.1 - It is important when a Locate Ticket is issued to the Contractor that the person assigned that Ticket shall travel to the Ticket's location for proper disposition of the Ticket. New locations added may not be reflected on the current GIS map database yet from lag time it take to update the database map.

Q3. Refer to Section 4.G - Promptly notify the County in writing, of any discrepancies or omissions in any of the County records, or other information provided to the Contractor by the County. (Answered: May 17, 2018 4:29:32 PM EDT)

Question 4

6" (L) Reads:

County expects the Contractor to locate or clear facilities as described in the assigned SSOCOF tickets.

These are the only acceptable disposition codes:

1" "Marked"

2E "Marked with Exceptions - marked within the confines of the White-lined area

4 "Clear, no facilities

5 "No conflict, utility is outside of the requested work site.

Any other codes require advance written approval from the designated County agency, which must be submitted with the invoice.

Q1. Will the County provide written approval for a ticket with an incorrect address, to which the Locator did a site visit, found that the address was incorrect and responded with a "No" ?

Q2. Will the County provide written approval for a ticket larger than 500 feet, which was site visited, found to have no

white lining and in consequence responded with a "No" ? (Submitted: May 14, 2018 3:50:24 PM EDT)

Answer

- Q1. The County will not provide written approval for a ticket with an incorrect address

Q2. The County will not provide written approval for a ticket larger than 500 feet (Answered: May 17, 2018 4:29:32 PM EDT)

**Bid Tabulation Packet
for
Solicitation PNC2116408B1**

Subsurface Facility and Utility Locating Services

Bid Designation: Public



Broward County Board of County Commissioners

High Tech Engineering Incorporated

Bid Contact **Octavio Vidal**
ovidal@htlocating.com
Ph 305-412-0891

Address **13284 SW 120 Street**
Miami, FL 33186

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2116408B1-01-01	GROUP 1 - Traffic Engineering Facilities: Standard Locate and Mark	Supplier Product Code:	First Offer - \$7.04	65000 / each	\$457,600.00	Y Y
PNC2116408B1-01-02	GROUP 1 - Traffic Engineering Facilities: Emergency Locates	Supplier Product Code:	First Offer - \$17.99	40 / each	\$719.60	Y
Lot Total					\$458,319.60	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2116408B1-02-01	GROUP 2 - Water and Wastewater Service: Standard Locate and Mark	Supplier Product Code:	First Offer - \$7.04	19756 / each	\$139,082.24	Y
PNC2116408B1-02-02	GROUP 2 - Water and Wastewater Service: In- Plant Locate and Mark	Supplier Product Code:	First Offer - \$7.04	50 / each	\$352.00	Y
PNC2116408B1-02-03	GROUP 2 - Water and Wastewater Service: Emergency Locates	Supplier Product Code:	First Offer - \$17.99	20 / each	\$359.80	Y
Lot Total					\$139,794.04	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PNC2116408B1-03-01	GROUP 3: Furnish and Install Rigid SRM	Supplier Product Code:	First Offer - \$100.00	25 / each	\$2,500.00	Y

PNC2116408B1-03-02	GROUP 3: Furnish and Install Utility Locating Pavement Markers	Supplier Product Code:	First Offer - \$100.00	25 / each	\$2,500.00	Y
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PNC2116408B1-03-03	GROUP 3: Taking GPS Coordinates	Supplier Product Code:	First Offer - \$500.00	25 / each	\$12,500.00	Y
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Lot Total \$17,500.00

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
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PNC2116408B1-04-01	GROUP 4: Soft Dig Locate	Supplier Product Code:	First Offer - \$750.00	40 / each	\$30,000.00	Y
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Lot Total \$30,000.00

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
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PNC2116408B1-05-01	GROUP 5 - Port Everglades: Standard Locate and Mark < 500 Feet	Supplier Product Code:	First Offer - \$16.00	2000 / each	\$32,000.00	Y
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PNC2116408B1-05-02	GROUP 5 - Port Everglades: Standard Locate and Mark > 500 Feet	Supplier Product Code:	First Offer - \$16.00	1500 / each	\$24,000.00	Y
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PNC2116408B1-05-03	GROUP 5 - Port Everglades: Emergency Port Locate	Supplier Product Code:	First Offer - \$80.00	50 / each	\$4,000.00	Y
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PNC2116408B1-05-04	GROUP 5 - Port Everglades: Locate with Ground Penetrating Radar	Supplier Product Code:	First Offer - \$55.00	200 / each	\$11,000.00	Y
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PNC2116408B1-05-05	GROUP 5 - Port Everglades: Locate with Vacuum Digging (unpaved)	Supplier Product Code:	First Offer - \$750.00	10 / each	\$7,500.00	Y
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area)

PNC2116408B1-05-06	GROUP 5 - Supplier Port Product Everglades: Code: Locate with Vacuum Digging (paved area)	First Offer - \$750.00	10 / each	\$7,500.00	Y
PNC2116408B1-05-07	GROUP 5 - Supplier Port Product Everglades: Code: Placement of Electrical Markers	First Offer - \$1.00	25 / each	\$25.00	Y

Lot Total \$86,025.00

Supplier Total **\$731,638.64**

High Tech Engineering Incorporated

Item: **GROUP 1 - Traffic Engineering Facilities:Standard Locate and Mark**

Attachments

List of other bussiness.pdf

List of Corporations Owned by High Tech Engineering, Inc. principals

- Rumbameru Enterprises, Inc.
- Sunland Enterprising, Inc.
- 4 HT, Inc.
- Rianxo Enterprises, Inc.
- Dagazzi, Inc
- Red Road, Inc

Supplier: High Tech Engineering Incorporated

**GENERAL CONDITIONS
Quotation Requests and Invitations for Bids**

These are standard instructions for Quotation Requests and Invitations for Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. Withdrawal:

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. Submission of Bids and Quotations:

Vendor's solicitation response must be submitted electronically through BidSync, the County's

designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. Bid Opening (Invitation for Bids only):

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. Addenda:

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. Prices, Terms, and Payments:

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
- (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
- (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 of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
- (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. Open-End Contract:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. Contract Period (Open-End Contract):

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. Fixed Contract Quantities:

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. Awards:

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award 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 Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. Payment:

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. Termination:

- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this 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 breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. 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 shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. Safety Standards:

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any 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. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. Non-Conformance to Contract Conditions:

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for

non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. Inspection, Acceptance and Title:

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. Governmental Restrictions:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. Legal Requirements:

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. Indemnification:

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at 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 Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its 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 misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. Notice:

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last

specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

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

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

21. Jurisdiction, Venue, Waiver of Jury Trial:

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. Patents and Royalties:

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. Assignment, Subcontract:

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. Qualifications of Vendor:

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. Affiliated Companies Entities of the Principal(s):

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). 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.

26. Equal Employment Opportunity:

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

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

27. Modifications:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. Resolution of Protested Solicitations and Proposed Awards:

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the

posting of the recommendation of award on the Purchasing Division's website.

- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract 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 may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

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

29. Public Entity Crimes Act:

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. Purchase by Other Governmental Agencies:

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.

31. Public Records:

The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all

public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. Audit Right and Retention Records:

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

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

33. Procurement Code:

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. Ownership of Documents:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

35. State of Florida Division of Corporations Requirements:

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. Cone of Silence Ordinance (Invitations for Bids):

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the

solicitation.

- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the 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 there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. Contingency Fees:

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. 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. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. Battery Disposal:

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. Dun & Bradstreet Report Requirement:

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. Code Requirements:

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

42. Special Notice:

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. Samples:

Samples or drawings, when required, shall be 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 the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. Vendor Responsibilities:

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. Vendor Evaluation:

The Contract Administrator will document the Vendor'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 the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor 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 the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. Warranties and Guarantees:

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Supplier: High Tech Engineering Incorporated

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's 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: **High Tech Engineering Inc.**
2. Doing Business As/Fictitious Name (if applicable): **High Tech Locating**
3. Federal Employer I.D. no. (FEIN): **650680742**
4. Dun and Bradstreet No.: **043655107**
5. Website address (if applicable): **www.htlocating.com**
6. Principal place of business address: **13284 SW 120th St, Miami, FL 33186**
7. Office location responsible for this project: **13284 SW 120th St, Miami, FL 33186**
8. Telephone no.: **305-412-0891**
Fax no.: **305-412-0590**
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: **Manuel Calvo**
Title: **President**

E-mail: mcalvo@htlocating.com

Telephone No.: **305-412-0891**

Name: **Octavio Vidal**

Title: **Regional Manager**

E-mail: ovidal@htlocating.com

Telephone No.: **786-345-0986**

Generic e-mail address for purchase orders: ovidal@htlocating.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) **Manuel Calvo - President**
- b) **Maribel Calvo - VP**
- c) **Yanuvi Erbele - VP**
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor 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) **None**
- 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, including the reinstatement date, if granted. Yes No

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

Underground Utility Locating Service

Underground Utility Damage Prevention

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **22 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 purchaser? The County reserves the right to verify prior to a recommendation of award. 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 a 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 impacts(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 this contract.

Living Wage had an effect on the pricing Yes No

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

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

Select One:

- 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.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **Broward County WWS and Traffic and Engineering**
Sarasota County office of Environmental Services
Miami Dade County Public Works
Orange County Utility Operations

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

30. What equipment does your firm own that is available for this contract? **GPR Mala**

GPR Noggin

Vaccum Excavator Pacific Tech

Ridgid Locators

Methrotech Locators

31. 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 personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Locating of underground communication and traffic signal cables**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **Broward County Traffic and Engineering**

Contact Name/Title: **Alex Vickers**

Contact Telephone: **954-847-2701**

Email: **AVICKERS@broward.org**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **\$320,000.00**

Reference 2:

Scope of Work: **Locating of underground water and waste water pipes**

Contract/Project Title: **Subsurface Facility and Utility Locating Services**

Agency: **City of Boca Raton Water and Sewer**

Contact Name/Title: **Jimmy Georgievski**

Contact Telephone: **(561) 338-7317**

Email: **jgeorgievski@myboca.us**

Contract/Project Dates (Month and Year): **2015/05 - Present**

Contract Amount: **\$108,000**

Reference 3:

Scope of Work: **Location street light and traffic signal cables**

Contract/Project Title: **Location of Underground Utilities**

Agency: **Miami Dade County Public Works**

Contact Name/Title: **Julio Navarro**

Contact Telephone: **(305) 776-0532**

Email: **Julio.Navarro@miamidade.gov**

Contract/Project Dates (Month and Year): **2016-01 - Present**

Contract Amount: **\$480,000**

Supplier: High Tech Engineering Incorporated

Litigation History Requirement

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with 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. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

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

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor:
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: High Tech Engineering Inc

Supplier: High Tech Engineering Incorporated

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form 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 does not provide benefits to employees' spouses.
 - 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).

Manuel Calvo
AUTHORIZED SIGNATURE/ NAME

President
TITLE

05/16/2018
DATE

Supplier: High Tech Engineering Incorporated

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form 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 21.31.a. 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).

Manuel Calvo
AUTHORIZED SIGNATURE/ NAME

President
TITLE

05/16/2018
DATE

Supplier: High Tech Engineering Incorporated

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Manuel Calvo Date: 05/16/2018

Title: President

Vendor Name: High Tech Engineering, Inc

Supplier: High Tech Engineering Incorporated

LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM

The completed and signed form and a copy of business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) 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. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine bidder's eligibility for Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances.

If the low, responsive and responsible bidder is not a local or a locally-headquartered business, any and all eligible local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all eligible locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all eligible bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

Bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid, regardless of location.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt, documentation establishing physical presence at location) issued at least one year prior to bid submission;
- B. has a physical business address located within Broward County which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a local business which has its principal place of business in Broward County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

- Local Business Locally-Headquartered Business

Local or Locally-Headquartered Business Address:

Vendor is not a Local Business or Locally-Headquartered Business in Broward County

Manuel Calvo	President	High Tech Engineering Inc	05/16/2018
AUTHORIZED SIGNATURE/ NAME	TITLE	COMPANY	DATE

Supplier: High Tech Engineering Incorporated

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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 BidSync.

1. 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:

2. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

4. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

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

Manuel Calvo	President	High Tech Engineering Inc	05/16/2018
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: High Tech Engineering Incorporated

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.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

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

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

Supplier: High Tech Engineering Incorporated

Security Requirements – Port Everglades

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.