

RESOLUTION NO. 2008 – 092

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PIGGY-BACKING ONTO THE EXISTING CONTRACT ENTERED INTO BY BROWARD COUNTY, FLORIDA WITH AWNINGS OF HOLLYWOOD ("AWNINGS") FOR THE RELOCATION AND INSTALLATION OF FOUR (4) AWNINGS, BEING DONATED BY THE BROWARD SHERIFF'S OFFICE, ONTO THE TEMPORARY PUBLIC SAFETY BUILDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH AWNINGS FOR THE RELOCATION AND INSTALLATION OF THESE FOUR (4) AWNINGS ONTO THE TEMPORARY PUBLIC SAFETY BUILDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is currently planning to construct a temporary public safety building on the northwest corner of SW 172nd Avenue and SW 46th Street; and

WHEREAS, this site is in need of awnings; and

WHEREAS, the Broward Sheriff's Office has donated four awnings to the Town provided that the Town pays for the relocation and installation of the awnings; and

WHEREAS, Broward County ("COUNTY") has recently issued a competitive procurement to find qualified vendors to provide Awning Relocation and Installation Services; and

WHEREAS, on December 11, 2006, after careful review of the proposals received, COUNTY awarded a purchase order to Awnings of Hollywood ("AWNINGS") for Awning Relocation and Installation Services; and

WHEREAS, the Town desires to piggy-back onto COUNTY's Agreement with AWNINGS for Awning Relocation and Installation Services relating to the temporary public safety facility site.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby agrees to piggy-back onto the Agreement between Broward County and Awnings of Hollywood to perform certain awning relocation and installation services, as specifically delineated in Exhibit "A", relating to the temporary public safety facility site.

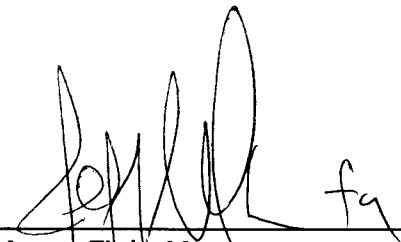
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute any all documents necessary to effectuate the intent of the Resolution.

Section 4. That this Resolution shall become effective immediately upon it adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 4th day of August, 2008 on a motion by Council Member Don Maines and seconded by Council Member Aster Knight.

Fink	<u>ABSENT</u>
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>



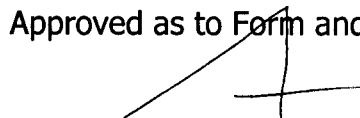
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

Bid No. N906487FF

Replacement Awnings at Port Everglades Sheltered

Agency: Port Everglades

P.A.: Peter Thomas

Opened: 10/10/06

Bids Received: 1

Email Notifications: 79



Exhibit 1

APPROVED BY THE PURCHASING DIRECTOR ON DECEMBER 11, 2006

Tabulation of Bids				Price
	Description	Qty	Unit	
1	For all Labor, Materials, Equipment & Supplies necessary to provide supply and installation of seven (7) Awnings in accordance with Attachment "A"	1	LS	\$183,000.00

**AWD
SBE**

AWD - Awarded

SBE - Certified Small Business Enterprise

Prepared by: Amy Almanzar (10/10/06)

Last Updated: 12/18/06

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM NO. 1

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

DATE OF ADDENDUM: October 3, 2006

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. **DEVIATION - GENERAL CONDITIONS, PARAGRAPH 2, "BID WITHDRAWAL":
THE LIMITATION OF THE BID WITHDRAWAL IS CHANGED FROM NINETY (90) CALENDAR
DAYS TO ONE HUNDRED AND TWENTY (120) CALENDAR DAYS.**
2. On page 12 of 27, Attachment "A", Paragraph A, delete fourth bulleted item and replace with the following:

Awning frame will be designed for winds up to 140 m.p.h. Awning framework will be designed to the current Building Code. All awning structures must be designed for winds up to 140 m.p.h. All coverings shall be designed to be removed as needed.
2. On page 12 of 27, Attachment "A", Paragraph A, the following shall be added as Item D:

If awarded, vendor will provide a template for the design of replacement awnings. When fabrication, delivery, and installation is complete, design templates shall become the property of Broward County's Port Everglades Department.

This addendum **SHOULD** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form, (Bidder Acknowledgment) due Tuesday, October 10, 2006 at 2:00 p.m., EST.

All other terms, conditions and specifications remain unchanged for Bid No. N-9-06-487-FF.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

**Note: This addendum should contain an authorized
signature.**

SUBMIT BID TO:

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

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

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

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

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

- BID WITHDRAWAL:** No bidder may withdraw their bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. **OCTOBER 10, 2006**

and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

REPLACEMENT AWNINGS AT PORT EVERGLADES (SHLTD MKT)

BID NO. **N906487FF**

PURCHASING AGENT NAME & TELEPHONE NUMBER

PETER THOMAS (954) 357-6265

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE NO.

CONTACT PERSON

FAX NO.

BIDDERS E-MAIL ADDRESS

***AUTHORIZED SIGNATURE** (submit original in blue ink)

PRINT NAME

TITLE

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 5 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: www.broward.org/purchasing/results.
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable

reserves the right to waive technicalities and irregularities and to reject any or all bids.

10. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.

12. **TERMINATION:**

- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County or by Bidder if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.

13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent

will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Purchasing Director.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** Bidder shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Bidder, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action

of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Purchasing Director and the County Attorney, any sums due Bidder under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the County.

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

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

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and

conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

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

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

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- a. Right to Protest. Any actual or prospective bidder or offerer who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Director of Purchasing. Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Director. Failure to timely protest bid specifica-

tions or requirements is a waiver of the ability to protest the specifications or requirements.

- b. Any protest from a bidder or offerer with a substantial interest in connection with the solicitation or proposed award of a contract which is within the Purchasing Director's award authority shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Purchasing Director.
 - c. Any protest of a solicitation or proposed award which is in excess of the Purchasing Director's award authority after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest should have known the facts giving rise thereto.
30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.
- It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission,

effective after opening pursuant to Section 119.07, F.S.

34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

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

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 954-357-6071. You may also view and/or download the Procurement Code, Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

www.broward.org/purchasing

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

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

1. **SCOPE:**

Bids are hereby invited to furnish all labor, materials, equipment and services required to Replace Awnings per specifications attached as Attachment "A" at:

Terminals 1, 2, 22, 29 and Public Safety Building Port Everglades
--

2. **SPECIFICATIONS AND REQUIREMENTS:**

Technical Specifications & Requirements, are attached hereto and made a part hereof as Attachment "A".

NOTE: Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractors etc.) it is to be construed as the CONTRACTOR through the third party.

3. **CONTINGENCY FEES:**

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

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

4. **PORT EVERGLADES SECURITY REQUIREMENTS:**

The Department of Port Everglades requires persons to present, at port entry, a valid drivers 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 5 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) 765-4604.

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.

5. **INSURANCE REQUIREMENTS:** (sample insurance certificate attached) (Attachment "E")

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division if circumstances change or adequate protection of the County is presented. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder shall be required to provide proper insurance to the Purchasing Division prior to award by the Purchasing Director or recommendation of award to the Board of County Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in this Section.

- 5.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

5. **INSURANCE REQUIREMENTS:** (Continued)

- 5.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- 5.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 5.2.1 Premises and/or Operations.
 - 5.2.2 Independent Contractors.
 - 5.2.3 Products and/or Completed Operations.
 - 5.2.4 Broad Form Property Damage
 - 5.2.5 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - 5.2.6 COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or acts or omissions of COUNTY in connection with general supervision of such operation.
 - 5.2.7 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
- 5.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 5.3.1 Owned Vehicles.
 - 5.3.2 Hired and Non-Owned Vehicles.
 - 5.3.3 Any auto, if applicable.
 - 5.3.4 Notice of Cancellation and/or Restriction -- The policy(ies) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restrictions.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

5. **INSURANCE REQUIREMENTS:** (Continued)

- 5.4 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 5.1, 5.2, and 5.3 above within 15 days after notification of intent to award. The required Certificates of Insurance shall state the types of policies PROVIDED, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished ten, (10) days prior to the date of their expiration.
- 5.5 Certificates of insurance shall be provided as specified in sub-section 5.4 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of risk management and approved by the purchasing director. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

6. **INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require CONTRACTOR to indemnify, defend or hold harmless COUNTY, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement.

7. **PUBLIC BID DISCLOSURE ACT:**

Pursuant to the Public Bid Disclosure Act, all permits and fees including but not limited to all licenses, occupational license, certificate of occupancy (CO), permits, impact fees or inspection fees payable BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, and disclosed in this request for bids and the amount or percentage method of all such licenses, permits and fees required by Broward County are listed below. **EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW:**

All permits and fees payable to Broward County Board of County Commissioners shall be paid by Port Everglades Department.

Licenses, permits and fees which may be required by The State of Florida, State Agencies or by other local governmental entities are not included in the above list.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

8. **LICENSING REQUIREMENTS:**

In order to be considered a responsible bidder for the scope of work set forth in these bid documents, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds those specified or can legally do the scope of work specified will be considered responsible.

STATE: **Certified General Contractor**

OR

Certified Building Contractor

OR

COUNTY: **Certified Building Contractor Class "A"**
(Must be State Registered)

OR

Certified Building Contractor Class "B"
(Must be State Registered)

OR

Awning Erection "AE"

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

9. **OCCUPATIONAL LICENSE REQUIREMENTS:**

Occupational licenses from Broward County firms will be required to be submitted within 15 days of notification of intent to award.

Occupational licenses will be required pursuant to Chapter 205.065, Florida Statutes.

10. **PERMITS AND FEES: (For agencies other than Broward County Commissioners)**

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

11. **SUBCONTRACTING:**

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

12. **CODE REQUIREMENTS:**

The CONTRACTOR and his 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.

13. **CONTRACTOR RESPONSIBILITIES:**

The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

14. **DRUG-FREE WORKPLACE CERTIFICATION:**

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") must be furnished to this office prior to an award being made. Failure to provide this certification will render your office unqualified and ineligible for award.

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

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

SECOND PARTY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement."

16. **LIVING WAGE ORDINANCE:**

Not applicable for this bid.

SPECIAL INSTRUCTIONS TO BIDDERS

(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)**17. SHELTERED MARKET PROGRAM:**

- 17.1 **This project has been designated a Sheltered Market program.** Only companies that meet the small business enterprise (SBE) criteria established by Broward County Ordinance 2004-07 will be able to participate. **No award will be made to any vendor that is not certified as a Broward County Small Business Enterprise (SBE) prior to award. Vendor recommended for award should obtain certification, not to exceed seven (7) business days from notification of award, from the Small Business Development Division.**
- 17.2 In order to be considered a small business for the purposes of this project, the firm should be a certified Broward County Small Business Enterprise or must be certified before award and have an occupational license for at least one year prior to the bid or proposal opening and must have a physical address located within Broward County from where the SBE operates or performs business that is a substantial component of the goods or services being offered to Broward County. A post office box address shall not be used to establish a physical address. For professional consultants, annual gross sales averaged over the previous three-year period shall not exceed \$500,000; for firms in contractual services and commodities, annual gross sales averaged over the previous three-year period shall not exceed \$1,000,000; and for firms in construction, annual gross sales averaged over the previous three-year period shall not exceed \$3,000,000. This contract is categorized as Construction. Each business must be an independently owned and operated business which employs twenty-five or fewer permanent full-time employees. The business must serve a commercially useful function.
- 17.3 All questions regarding the Sheltered Market program should be directed to Small Business Development Division at (954) 357-6400. To certify with Broward County Small Business Development Division, please go to the following internet link to fill out an online application: <https://bcegov3.broward.org/smallbusiness/applicationstart.aspx> or use the preprinted forms (Attachment "C").

18. PREFERENCES**DOMESTIC PARTNER CLAUSE: (Attachment "D")****Preference for County Contractors Providing for Nondiscrimination of Benefits for Domestic Partners.** (Reference Ordinance No. 1999-03, as amended)

In accordance with Broward County Code, Chapter 16 ½, section 16 ½-157 and the Broward County Administrative Code, Subsections 21.31.a., 6., 7., 8., the Broward County Board of County Commissioners reserves the right to apply a preference in the award of a contract to those Contractors providing for nondiscrimination of benefits for domestic partners. This preference may be applied to all awards of \$250,000 per annum or more. The determination to apply this preference shall be made by the Board of County Commissioners.

To be eligible for the domestic partnership preference, a contractor's program eligibility criteria must be substantially equivalent to those established in Section 16 ½-153 (b), Broward County Code. A contractor will be deemed ineligible for the domestic partnership preference if its benefits program discriminates against employees in violation of the Broward County Human Rights Act.

No contractor shall receive more than one County-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

19. **BATTERY DISPOSAL:**

In accordance with Florida 1993 Solid Waste Act, the manufacturers of heavy metal batteries or the manufacturers of products powered by such batteries are solely responsible for the reclamation and disposal of such used batteries as purchased by the County. The County shall not be held liable for any cost associated with the reclamation and disposal of such batteries.

20. **CONTRACTOR PERFORMANCE REVIEW:**

Bidder/CONTRACTOR: An interim performance evaluation of the successful Bidder/CONTRACTOR may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the COUNTY Director of Purchasing who shall provide a copy to the successful Bidder/CONTRACTOR. Said evaluation(s) may be used by the COUNTY as a factor in considering the responsibility of the successful Bidder/CONTRACTOR for future bids with the COUNTY.

21. **FURTHER INFORMATION:**

Project Coordinator for this contract is Irene Costa, Broward County Port Everglades Department telephone (954) 468-0118 or her duly authorized representative. Project review and work schedules shall be coordinated with the Project Coordinator before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Project Coordinator.

A pre-bid conference will be held at the Port Everglades, Administration Building, 1850 Eller Drive Room 301, Fort Lauderdale, Florida at 3:30 pm, on October 2, 2006. Attendance is highly recommended as a source of information but is not mandatory.

22. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to www.broward.org/purchasing/bids/asbestos.pdf. You may request a copy of subject location listing by calling (954) 357-6066.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

23. **NON-COLLUSION FORM:**

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

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

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

If the vendor does not indicate any relationship by leaving the above section blank, the County will take this to mean the vendor means no such relationships exist.

BID SHEET**REPLACEMENT AWNINGS AT PORT EVERGLADES**
(SHELTERED MARKET)**TO: BOARD OF COUNTY COMMISSIONERS**
BROWARD COUNTY, FLORIDA

NOTE: This project has been designated a Sheltered Market program. Only companies that meet the small business enterprise (SBE) criteria established by Broward County Ordinance 2004-07 will be able to participate. (See Special Instructions to Bidders, Paragraph 17, page 7 of 27). **No award will be made to any vendor that is not certified as a Broward County small business prior to award. Please check the appropriate box if you meet the criteria for a Small Business Enterprise as stated in the Broward County Ordinance 2004-07.** Yes ☐ No ☐

If you are a certified Broward County Small Business attach a copy of your certification certificate with your submittal.

Vendor recommended for award should obtain certification, not to exceed seven (7) business days from notification of award, from the Small Business Development Division.

In accordance with the General Conditions, Special Instructions to Bidders, Specifications and Requirements, the undersigned bidder offers the following:

ITEM NO.	QUANTITY	COMMODITY CODE DESCRIPTION	TOTAL
1.		For all Labor, Materials, Equipment & Supplies necessary to provide supply and installation of seven (7) Awnings in accordance with Attachment "A"	\$ _____
TOTAL LUMP SUM PRICE (WRITTEN)			

Delivery is desired within sixty (60) calendar days of the receipt of Notice to Proceed delivered within _____ calendar days. Delivery **MUST** be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Delivery/Installation will be completed within _____ days from date of Notice to Proceed.

Warranty as specified in Attachment "A", Paragraph G (not to be less than one [1] year).
Workmanship to be warranted for _____ years.

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

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

Acknowledgment is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

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

BID SHEET
(Continued)**REPLACEMENT AWNINGS AT PORT EVERGLADES**
(SHELTERED MARKET)

In accordance with 5.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES ☐ NO ☐

RECYCLED CONTENT INFORMATION:

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

PRODUCT DESCRIPTION: _____

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

YES ☐ NO ☐

SPECIFY: _____

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

YES ☐ NO ☐

SPECIFY: _____

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

E-mail Address: _____

Beeper # _____ Federal Tax ID# _____

Remit Address: _____

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY?

YES ☐ NO ☐

NOTICES TO BIDDER:

1. Please check the Federal Employer's Identification Number (FEIN) and other information on the face of the Invitation For Bid/Bidder Acknowledgment Form (IFB) and **MAKE APPROPRIATE CORRECTIONS ON THE IFB**. IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

ATTACHMENT "A"**SPECIFICATIONS AND REQUIREMENTS****REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)****REPLACEMENT AWNINGS AT TERMINALS 1, 2, 22, 29 & PUBLIC SAFETY BUILDING**

All fabric to be used is 8-year warranted vinyl. Material based upon standard 16 ounce four ply 8 year warranted vinyl product constructed with vinyl color laminate for bottom edges and center reinforcement scrim with a top vinyl laminate. Fourth layer consists of a clear 2 ounce urethane coating applied to top edge. This thicker material has a protective top coating process that reflects the sun and minimizes pollution buildup on the top surface. Product name: Vanguard, manufactured from Weblon, distributed from Astrup Company.

- A. Fabricate and install one 39'-0" wide x 16'-0" projection lean-too awning frame and covering (Public Safety Building)
- New frame for the South elevation will span 39'-0" and will have one 6" the support column for the front edge. This support column will have a large 12 to 16" structural base plate that will be anchored to the existing concrete slab. Anchors will be 5/8" diameter and to be imbedded 4" in to the slab.
 - The framing will be bolted to the wall edge for two sides. The areas to the building edge will be sealed with a silicone sealant for a watertight connection.
 - Install additional drip cap flashing above the awning mounting edge.
 - Awning frame will be designed for wind up to 140 m.p.h. Awning framework will be designed to the current building code. All awning structures must be designed for winds up to 146 m.p.h. All coverings designed to be removed as needed.
 - Awning frame will be 1-1/2" to 2" tubing framing fully welded.
 - Awning material will be below the frame with a straight simple valance.
 - Awning frame will be painted silver.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

REPLACEMENT AWNINGS AT TERMINALS 1, 2, 22, 29 & PUBLIC SAFETY BUILDING
(Continued)

- B. Field verification fabrication and installation of the new vinyl covering of the existing East elevation awning frame, approximately 35'-0" in length and 10'-0" projection. Replacement awning material will be vinyl. Color will be red.
- Removal and disposal of old coverings.
 - All support rafters that extend from the top wall edge to the front truss will be wrapped with the same material to minimize movement to the covering in high winds.
 - All front edges of the covering will be reinforced with extra material to minimize damage to the covering in high winds.
 - Re-anchor and replace all mounting hardware for all existing awning frames that have come loose from the wall edge.
- C. Replacement awing frame/coverings
- Replacement awning material will be vinyl. Color blue.
 - Removal and disposal of old coverings is included in this proposal.
 - All support rafters that extend from the top wall edge to the front truss will be wrapped with the same material to minimize movement of the covering in high winds.
 - All front edges of the covering will be reinforced with extra material to minimize damage to the covering in high winds.
 - All new frame work will be steel and fully welded.
 - Re-anchor and replace all mounting hardware for all existing awning frames that have come loose from the wall edge.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

REPLACEMENT AWNINGS AT TERMINALS 1, 2, 22, 29 & PUBLIC SAFETY BUILDING
(Continued)

AWNING LOCATIONS:

Terminal 29:

Field verification manufacturing and the installation of a new vinyl covering for the existing frame work; repair and replace all tubing members that are broken and bent. This applies to the area to the left of the center build out which has several tubing areas that need to be replaced. This awning is approximately 180' long x 40' projection and has an elevation of approximately 25'-0". Includes all equipment necessary to perform installation, including highlift and extension ladders.

Terminal 22:

Field verification fabrication and the installation of a new vinyl covering for the existing 10'-0" wide x 12'-0" projection rounded entrance canopy.

Terminal 2:

Field verification fabrication and the installation of a new vinyl covering for the existing framework. Awning is approximately 350' long x 45' projection and has an elevation of approximately 22' at the rear edge. Includes all equipment necessary to perform installation, including highlift and extension ladders. Existing awning will be used. Remove 140' of existing usable covering, attach to the new covering and reinstall.

Terminal 2:

Field verification removal fabrication and the installation of new vinyl covering for the lower elevation canopy framing. This awning is approximately 105' long 25' projection.

Terminal 1:

Field verification removal fabrication and the installation of a new vinyl covering. Awning dimensions approximately 25' long x 12' wide.

Vinyl Application:

- A. Vinyl is to be installed tight and is to be free of wrinkles, sagging or puckers, or retention of rain water.
- B. All panels to be equal in tension and quality.
- C. Vinyl to be installed with a lace on process in which the awning is attached with a nylon rope assembly through brass grommets around the tubular construction.
- D. All sewing connections to have a color coordinated stitching process.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

REPLACEMENT AWNINGS AT PORT EVERGLADES
(SHELTERED MARKET)

REPLACEMENT AWNINGS AT TERMINALS 1, 2, 22, 29 & PUBLIC SAFETY BUILDING
(Continued)

Vinyl Application: (Continued)

- E. All sewed seems to be warranted for a 1-year period.
- F. All fabric or vinyl products shall be warranted for a minimum period of 8 years from the date of installation, to include excessive fading, cracking or discoloration.
- G. All coverings are designed to be removed by owner.

Product Guarantee:

- A. The manufacturer shall warrant all vinyl or canvas coverings for 8 years. The warranty covers excessive fading, cracking or discoloration.
- B. All sewn seams are to be warranted for 1 year minimum.

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION

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

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

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006,
by _____

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

as _____ of _____

(Title)

(Name of Corporation/Company),

known to me to be the person described herein, or who produced _____

(Type of Identification)

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

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "C"

Office of Equal Opportunity


Small Business Development Division

Governmental Center Annex

115 S. Andrews Avenue, Room A-640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

Dear Business Owner:

Welcome to the Small Business Enterprise Program! Thank you for your interest in doing business with Broward County Government! In your hands right now, you have an example of our commitment to your firm. This paper certification application, for the new small business program, is your key to a wealth of opportunities for contracting with the County.

This application can be completed on line as well. Visit www.broward.org/smallbusiness and click on . It will take about 20 minutes to complete the application, and once we receive the requested support documents, we will certify your firm. As you embark upon completing the certification application, if you have questions or require technical assistance, please contact the Small Business Development Division at (954) 357-6400. We stand ready to meet your needs as a business owner!

Certification as a Small Business Enterprise allows you to participate in the Small Business Sheltered Market Program. An initiative of the Broward County Board of County Commissioners, the Sheltered Market Program reserves nearly all of the County's contracts under \$250,000 for certified Broward County Small Business Enterprises. This creates great potential for your firm, in that your status as a Broward County business is recognized. Competition within the sheltered market is among firms of similar size. This ensures a level playing field for your business, and translates into real opportunity for businesses that become certified! Beyond that, the program works for all of Broward County, by capitalizing on the abundance of expertise and capacity exhibited by local firms.

The thinking behind the Small Business Program is simple: your success is the County's success. The growth and longevity of your firm is key to long-term economic sustainability and growth for Broward County as a whole. Programs like the sheltered market program, along with a variety of business services, address concerns of the local business community in creating opportunity and conveying a sense of the valuable role that local businesses play in the County.

The County has assembled an array of innovative opportunities designed to complement your efforts in the increasingly competitive, globalizing business community. From www.broward.org/smallbusiness you can click on Small Business Reporter Newsletter to access recent sheltered market opportunities, or CALENDAR OF EVENTS to access our free classes, or BUSINESS OPPORTUNITIES which will link you to non-County purchasing opportunities.

For you, we vow to strive for professionalism, clarity, and advocacy for the full participation of small businesses into the economic life of the community. You have our word on it. We anticipate a mutually beneficial relationship with your business, and welcome your comments as to how we can better serve the needs of your firm. The County Commission and County agencies are making a concerted effort to add real value to your certification. We are in this together!

Sincerely,


Gwendolyn C. Warren
Director
Small Business Development Division

Broward County Board of County Commissioners

Josephus Eggleston, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • John E. Rodstrom, Jr. • Jim Scott • Diana Wasserman-Rubin • Lois Wester
www.broward.org

ATTACHMENT "C"
(Continued)

**INSTRUCTIONS FOR COMPLETING APPLICATION
FOR (SBE) ONLY
Small Business Enterprise Certification**

The Broward County Board of County Commissioners have directed that projects under \$250,000 will be identified as Reserved Contracts for certified small business enterprises (SBE). The program is race-neutral, and gender neutral. This means that it is open to all firms that meet the program's requirements. Broward County certified small business enterprise firms (SBE) will receive first consideration for reserved contracts.

All questions must be answered and the requested documents submitted. The signature of the owner(s) applying for certification must be notarized. Failure to follow these instructions may delay the processing of the application. Questions that do not apply to your firm should be marked "NA" in the space provided.

Small Business Enterprise (SBE) Certification

For the purpose of implementing the Broward County Local Small Business Program, a small business is one that meets small business size standards as follows: for professional consultants, annual gross sales averaged over the previous three years shall not exceed \$500,000; for firms in contractual services and commodities, annual gross sales averaged over the previous three year period shall not exceed \$1,000,000; for firms in construction, annual gross sales averaged over the previous three years shall not exceed \$3,000,000. Each business must be an independently owned and operated business and shall employ twenty-five (25) or fewer permanent full time employees. Per the Local Preference ordinance (No. 2002-19, section 1-74 c), in order to satisfy the local business requirement, the vendor must have a valid occupational license issued by Broward County at least one year prior to bid or proposal opening to do business in Broward County that authorizes the business to provide the goods, services or construction to be purchased and a physical business address located within the limits of Broward County, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Broward County. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for the local preference, the vendor must provide a copy of the occupational license(s) for the covered period prior to recommendation for award.

SECTION I – GENERAL APPLICANT INFORMATION

- A. Write in the name of all persons who have an ownership interest in the business. The telephone number and business address should be for your main office. Be sure to include area codes for all phone and fax numbers. Write in your email address and check off your permission to allow us to use your email address for program related purposes. If your company has a federal Employer Identification Number (EIN), please provide the number. If not, please provide the social security number listed on the firm's tax return.
- B. Check the type of business structure of your company. Provide the date that the business was started or was purchased by the applicant owner(s) listed in Part A above.
- C. Write in the number of permanent full time employees in your firm?
- D. If you operate your business out of your home, please check YES.
- E. Provide the name(s) and address (es) of any branch offices, subsidiaries, and/or affiliates of the firm.
- F. Refer to the NAICS (North American Industry Standards) Code listing and provide the code(s) that best describes the service, product, or work of the firm. NAICS listings can be found on the internet at <http://www.naics.com/search.htm> or at your local library.
- G. Write a one word description of your firm's nature of business/primary product, service, or work area. For further clarification you may add up to three specific products or services offered by your firm. For example: Landscape: Irrigation, Design, Lighting.
- H. Check off the type of business activity your firm performs: choices are: Construction Services, Contract Services, Commodities Supplier, Licensed professional services.

- 1 -

ATTACHMENT "C"
(Continued)

SECTION II – OWNERSHIP

List the applicant(s) who own this company and assign % of ownership.

- B. Has ownership of this firm changed since the business was started or acquired?
- C. If you answered YES to B, then provide the date of the change.

SECTION III – FINANCIAL INFORMATION

- A. List the gross earnings of the company for the most recent three years. This amount should match the gross earnings listed on the business tax return for the firm.
- B. Provide the name and contact number of your bonding agent and the firm's current bonding capacity
- C. List the three largest contracts or sales completed by the firm during the last three years. List each Customer's name and company or organization, the dollar amount of each contract or sales, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.

SECTION IV – OTHER INFORMATION

List any relevant licenses, certificates of training, and degrees held by the corporation or its owners/employees.

SECTION V – OTHER CERTIFICATION

- A. If the business is currently certified as a MBE, WBE, SBE, and/or DBE with another agency anywhere in the United States, please provide the name of the agency, the type of certification, and the date the certification will expire.
- B. If the certifying agency in Part A above conducted an on-site visit with you prior to granting your current certification, respond YES to this question.
- C. If the firm or any owner, Director, officer, or management personnel associated with the firm has ever applied for and been denied MBE, WBE, SBE, and/or DBE certification, please respond YES to this question.

CERTIFICATION AFFIDAVIT – MUST BE COMPLETED BY ALL APPLICANTS

The Affidavit must be signed by the President or Chief Executive Officer of the firm. The affidavit must be notarized. False statements shall make your firm subject to decertification and/or denied future certification. This form is required for all applicants.

SUPPORTING DOCUMENT CHECKLIST All applicants MUST follow the checklist for documentation that is required with the application.

ATTACHMENT "C"
(Continued)

BROWARD COUNTY SBE
Small Business Enterprise
BUSINESS CERTIFICATION APPLICATION

Please Read Instructions Carefully – Completed Application Must be Signed & Notarized
IMPORTANT: You must also register as a vendor with Broward County Purchasing Division
On-Line: <http://www.co.broward.fl.us/Guests/pui00800.htm>

SECTION I - GENERAL APPLICANT INFORMATION

- A. Applicant(s) Name _____
Contact Person _____
Legal Name of Business _____
Other Names Used by Business (DBA) _____
Street Address of Business _____
City _____ State _____ Zip Code _____
Mailing Address if Different from Street Address _____
Telephone Number (____) _____ Fax Number (____) _____
Email _____ Do we have your permission to use your Email address
for program related information? YES ☐ NO ☐
Website <http://> _____
Applicant's Social Security Number or Firm's Federal EIN: _____
- B. Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Tribal Enterprise ☐ Limited Liability Corp. ☐ Limited Liability Partnership
Date business was started or acquired _____
- C. How many permanent full time employees are employed by your firm? _____
- D. Is this a home based business? YES ☐ NO ☐
- E. List all branch offices/subsidiaries/affiliates by name and address:
Name
Address

Name:
Address:
- F. List all NAICS Codes that apply to your firm
(visit www.sba.gov/size or www.naics.com/search.htm on the internet):
() () () () () ()

ATTACHMENT "C"
(Continued)

- G. Please provide a brief description of the primary area(s) of work performed in the business. This is how your business will be listed and described in the certification directory.

--

- H. Type of business activity - check one:

☐ Construction Services
☐ Contract Services
☐ Commodities Supplier
☐ Licensed professional services

SECTION II - OWNERSHIP

- A. Percentage of business owned by each applicant(s)
- B. Has this ownership percentage changed since the business was started or acquired? YES ☐ NO ☐
- C. If a change has occurred, when did the change occur? ____/____/____

SECTION III - FINANCIAL INFORMATION

- A. Please list the firm's gross receipts for each of the last three years (or life of firm if less than 3 years).

Year	Gross Receipts

- B. Provide the name and contact number of your bonding agent and the firm's current bonding capacity. (If applicable)

--

- C. List the three largest contracts or sales completed by the firm during the last three years. List each Customer's name and company or organization, the dollar amount of each contract or sales, and the date completed. If any are subcontracts- indicate the contract as such and provide the name of the firm to which you subcontracted.

- 1) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____
- 2) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____
- 3) Customer Name:
Company or Organization:
Contract Amount: \$ _____
Date: _____

ATTACHMENT "C"
(Continued)

SECTION IV - OTHER INFORMATION

List any relevant licenses, certificates of training, and degrees held by the corporation or its owners/employees.

SECTION V - OTHER CERTIFICATIONS

- A. Is this business currently certified as a Minority, Woman, Disadvantaged, and/or Small Business Enterprise by any local, state, or federal agency? YES ☐ NO ☐

If yes, please list the name of the agency and the date the current certification will expire.

Agency	Type of Certification	Expiration Date

- B. Was a site visit conducted as part of the certification process? YES ☐ NO ☐

- C. Has this firm or any of its owners, members of the Board of Directors, officers, or management personnel ever been denied certification/recertification or been decertified, suspended, or disbarred as a MBE, WBE, DBE and/or SBE? YES ☐ NO ☐

Explanation:

I hereby authorize the Broward County Small Business Development Division to verify the accuracy of the statements made in this application in order to determine whether I meet the standards established for the Broward County Small Business Certification Program. These statements are true and correct to the best of my knowledge.

Signature of Applicant

Title

Date

ATTACHMENT "C"
(Continued)

Small Business Enterprise (SBE)
SUPPORTING DOCUMENTS CHECKLIST

To be sure you have submitted all requested information, place an "X" on the items you have submitted and completed. Any missing information may delay the processing of your application.

Completed Application

Original Affidavit signed and notarized (Keep Copy for your Records)

Copies of all occupational licenses.

Copies of all professional licenses.

Up-to-date, detailed resumes of all owners, directors, officers, and senior management. Resumes should reflect their experience and/or training in the type(s) of business being conducted by the corporation.

Owners who are not U.S. citizens must submit proof of legal permanent residence.

Mail this application (DO NOT FAX) for certification to:

Broward County Board of County Commissioners
Office of Equal Opportunity
Small Business Development Division
115 S. Andrews Avenue, Ste. A-640
Fort Lauderdale, FL 33301
Att'n. Certification Section

Phone-(954) 357-6400 Fax-(954) 357-6010
E-mail: smallbusiness@broward.org

IMPORTANT: You must also register as a vendor with Broward County Purchasing Division

On-Line: <http://www.co.broward.fl.us/Guests/pui00800.htm>

ATTACHMENT "C"
(Continued)

BROWARD COUNTY SBE
CERTIFICATION AFFIDAVIT

I hereby swear that I have the authority to sign this affidavit as the Small Business Enterprise owner of the Applicant Firm noted below. I further swear that the statements on the accompanying Certification Application form and all accompanying documents are true, complete, and correct and include all materials necessary to explain the ownership and operation of the applicant firm. I affirm that any changes that have occurred during the past twelve months in the ownership, control, structure, or operation of the firm have been fully disclosed herein by attachment or notation.

(Name of Applicant Firm)

The above named firm agrees:

1. To abide by the requirements of the SMALL BUSINESS ENTERPRISE (SBE) as indicated on this application, and all of the applicable rules/regulations/policy guidelines of any/all of the entities for which this application is applicable.
2. To notify all entities with whom the applicant is seeking certification through this application within ten (10) working days of any change in the ownership, control, management, or status of the firm.
3. That, in order to monitor the status of the firm, all entities with whom the applicant is seeking certification through this application has the right, from time to time, to review the firm's books, contracts, facilities, and records. Entities also may request and review any additional information deemed necessary to complete such process.
4. That failure to answer any question or to supply to the applicable entities with any documentation requested during the application process may be cause to deny the certification request.
5. That all entities with which the applicant is seeking certification through this application, for cause, may withdraw certification after applying its own approved procedures.
6. That all entities with which the applicant is seeking certification through this application may deny certification or rescind certification and initiate action under Federal or State laws concerning false statements. This may occur, if during or after the certification process, it is found that the undersigned have submitted false, inaccurate, or misleading information.
7. That all of the entities with whom the applicant is seeking certification through this application have the right to refuse certification of any firm, based on its implementation of the SBE eligibility standards, despite the fact that the firm may be certified by another entity.
8. Any information contained in this application, or obtained during on-site reviews, may be released to other certifying agencies with which the applicant has applied for certification.
9. That all of the entities with whom the applicant is seeking certification through this application have the right to contact any person(s) or business named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

ATTACHMENT "C"
(Continued)

10. That the undersigned will provide, either directly to the certifying entity or through a prime contractor, current, complete, and accurate information regarding actual work performed as a SBE on a contract. The applicant further agrees to supply documentation regarding payments for work performed, any proposed change to the arrangements on the contract, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under local, Federal, or State laws concerning false statements.

By my signature I recognize and accept the ten (10) preceding statements governing the consideration of this SBE application.

Printed name of Owner: _____

Owner's Signature: _____

NOTARY:

On this _____ day of _____, the above named person did appear before me and being duly sworn, did execute the foregoing Affidavit and did state that he or she was properly authorized by:

(Name of Firm) _____ to execute the Affidavit and did so of his/her own free act and deed.

Personally Know YES ☐ NO ☐

Produced I.D. Form of I.D. _____

State of: _____

Notary Signature: _____

County of: _____

My Commission Expires: _____

ATTACHMENT "D"
CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS

The undersigned vendor hereby certifies that its employee benefits policies are in compliance with Broward County Ordinance #1999-03, as amended by Broward County Ordinance #1999-18, as follows:

- A. Vendor's employee benefits program includes the following minimum standards:
1. Any vendor's employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor's employee may elect insurance coverage for his or her spouse or dependents. A vendor's employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor's employees.
 2. Any vendor's employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.
 3. All other benefits available to the spouses and dependents of vendor's employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor's employee who is party to a domestic partnership relationship.
 4. It is within the vendor's discretion as to what benefits are provided to its employees and whether vendor's employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.
- B. The vendor's domestic partnership eligibility criteria are substantially equivalent to the following:
1. Each domestic partner is at least 18 years old and competent to contract.
 2. Neither domestic partner is married nor a partner to another domestic partnership relationship.
 3. The domestic partners are not related by blood.
 4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.
 5. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

 (Vendor signature)

 (Print vendor name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
 by _____ as _____,
 (Name of person whose signature is being notarized) (Title)
 of _____, known to me to be the person described
 (Name of Corporation/Entity)
 herein, or who produced _____ as identification, and who did/did not take an oath.
 (Type of Identification)

NOTARY PUBLIC:

 (Signature)

 (Print name)

State of _____ at Large (SEAL)

My commission expires: _____

ATTACHMENT "E"**Insurance Request for Replacement Awnings at Terminals & Public Safety Bldg. at PE**

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits of Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY /	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage		
<input checked="" type="checkbox"/> Premises-Operations	Bodily Injury and Property Damage Combined	\$1,000K	\$1,000K
<input type="checkbox"/> Explosion & Collapse Hazard	Personal Injury		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
<input type="checkbox"/> Underground Hazard			
<input checked="" type="checkbox"/> Products/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance			
<input checked="" type="checkbox"/> Broad Form Property Damage			
<input checked="" type="checkbox"/> Independent Contractors			
AUTO LIABILITY	Bodily Injury (each person)		
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Owned	Property Damage		
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$500K	
<input checked="" type="checkbox"/> Non-owned			
<input checked="" type="checkbox"/> Any Auto			
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY	Max. Ded. \$		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$100K MIN
<input type="checkbox"/> PROFESSIONAL LIABILITY - E&O	Max. Ded. \$		\$
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	Agreed value Replacement Cost
<input type="checkbox"/> If project greater than \$10k - installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Maximum Deductible	\$ 10K deductible	Project value
	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE	
Contractor responsible for all tools, materials, equipment, machinery etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County Board of County Commissioners, Broward County, Florida. Also when applicable certificate should show B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, & project manager on COI			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:



Insurance Limits Form 03 Revised certificate of revised 2005.DOC COI

[Signature]
 Darlene S. George / Daniel F. Clark
 Risk Management Division
 9/15/06
 Date Issued

5828 Washington Street,
Hollywood, FL 33023
(954) 963-7717
(954) 983-7600
North Broward (954) 760-4184
Fax (954) 963-0519



South Florida's Highest
Quality Awnings
1996/97 International Awning
Achievement Award
Members of CMD, IFAI and
Construction Association

July 28, 2008

Town of SW Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33331
Phone (954) 343-7453
Fax (954) 434-1490

Attn: Emily

Please take a few minutes and review the enclosures that we prepared for you. We are confident that you will be impressed with the quality of our product. We assure you our product will deliver many years of enjoyment. I am available to discuss any questions you might have. We recognize that the marketplace offers different products of varying degrees of quality, and making an important decision of this magnitude can be difficult at times. I would like to facilitate your decision making process. Our company offers the reliability, which can be expected of four generations of unsurpassed results and service. Please do not hesitate to contact me directly on my mobile @ 954-931-4666. We sincerely appreciate your time and consideration. **AWNINGS OF HOLLYWOOD IS YOUR ASSURANCE OF A QUALITY AWNING COMPONENT.** Thank you for allowing Awnings of Hollywood to bid on your awning project, your quote is as follows:

Remove existing three (3) awnings from Fire Station located on Alligator Alley and move to 172 Griffin.

Move three (3) and re-weld and re-install to concrete slab \$15,400.00

Option #2:

Digging footers and pouring concrete and removing dirt from premises for three awnings. \$8,100.00

Should do awning work with footer before doing asphalt.

RESIDENTIAL • CUSTOM FABRIC STRUCTURES • COMMERCIAL
Retractable Awnings • Pool & Patio Canopies • Interior & Exterior • All Styles & Colors

CC 86-4393-AE-X

Remove existing frame from 2001 S. Ocean Drive in Pompano. Re-install it at new Fire Station located 172 and Griffin Town of SW Ranches to make sure concrete pad will have thickened edge to support 14' x 40' awning.

Framing may need additional pipes added for new building code, this price not included here. \$6,100.00
Add for footer \$2,700.00

Engineering & Cad \$400.00
Permit at cost
Processing \$55.00 per hour

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Framing Product

- A. All Metal to be 50/55 galvalume tubing. This tubing is zinc coated on the inside as well as the outside wall. This provides maximum corrosion and rust protection.
- B. All framing members to be joined by mig welding (wire feed).
- C. Each framing member is to be cut to an appropriate miter that provides a tight clean fit.
- D. Welds that interface with the fabric or vinyl shall be ground smooth and deburred.
- E. Each framing member to have an even coat of paint.
- F. All ends to be coped and mitered.
- G. No smashed ends allowed

Cloth/Vinyl Application

- A. Cloth/Vinyl is to be installed tight and is to be free of wrinkles, sagging or puckers. All panels to be equal in tension and quality.
- B. Cloth/Vinyl to be installed with a lace on process in which the awning is attached with a nylon rope assembly through brass grommets around the tubular construction. Rear of the awning will have a channel in which the awning material slides into.
- C. All sewing connections to have a color coordinated stitching process. All sewed seams to be warranted for a 1-year period optional lifetime warranty is available.
- D. All fabric or vinyl products shall be warranted for a period of 5 years from the date of installation. Warranty covers excessive fading, cracking or discoloration.

Installation

- A. Installations shall be structurally sound, level and complying with drawings and manufacturers recommendations.
- B. Fasteners are to be appropriate for the mounting substrate, and are to be separated not more than 3'-0" on centers.
- C. After installation of framing we will touch up any damaged finish to match color as specified.
- D. All work to be monitored and supervised by an English-speaking representative at all times.

If you need further information, please do not hesitate to contact me. Thank you again for choosing Awnings of Hollywood for your entire awning needs.

Regards,
Jerry Thompson
Sales Representative