

Page: 1 of 10 Quotations for furnishing items or services stated below subject to terms and conditions provided, will be received by the Director of Purchasing, attention of the purchasing agent stated at the above address <b>UNTIL THE CLOSE OF BUSINESS AT 5:00 PM ON 11/13/09</b> <b>Fax No. 954-761-1561</b>	<b>QUOTATION REQUEST</b> Board of County Commissioners, Broward County, Florida  DEPARTMENT OF PORT EVERGLADES 1850 Eller Drive Fort Lauderdale, FL 33316	Quotation No.: <b>X0722202Q3</b>  Date: <b>11/6/2009</b>  Purchasing Agent: <b>Joanne Bolanda</b>  Phone number: <b>954-468-0116</b>	
<b>QUOTATION MUST BE SIGNED IN INK</b> By signature I acknowledge and agree to pages 1 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination.  Company Name: _____ <small>(Please Print)</small>  Address: _____ _____  PH: _____ FX: _____		Requisition No. <b>RQM 470PRT031209-022</b>  Signature: _____  Name / Title: _____ <small>(Please Print)</small>  FEIN No.: _____ Date: _____  Email: _____	

**Open End Contract:**

Quotations are hereby requested on an open end basis to provide **Broadcast Media Monitoring** for the **Broward County Port Everglades Department** and various other Broward County agencies that may have need of these services and products in accordance with the specifications as set forth in this quotation request.

The initial contract period shall start on date of award, and shall terminate one year from that date. The Purchasing Director may renew this contract for an additional two, one (1) year periods, subject to satisfactory performance, vendor acceptance and determination that the renewal is in the best interest of Broward County.

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

**Quantities listed within this quotation are not a guarantee, but solely an estimate of anticipated annual usage.**

**For All Commodity Contracts (Fixed or Open End):**

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this quotation request. **YES**  **NO**

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. **YES**  **NO**

Broward County reserves the right to request proof thereof prior to award.

**For All Contracts:**

Quotation responses shall be on this form and must be signed or they may be declared non-responsive. Quotations must be typed or printed in ink. Signatures should be in "blue" ink.

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<b>QUOTATION MUST BE SIGNED IN INK</b> By signature I acknowledge and agree to pages 2 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination.  Company Name: _____ <small>(Please Print)</small>  Address: _____ _____  PH: _____ FX: _____		Requisition No. <b>RQM 470PRT031209-022</b>  Signature: _____  Name / Title: _____ <small>(Please Print)</small>  FEIN No.: _____ Date: _____  Email: _____	

If a specific basis for award is not established in this quotation request, the award shall be to the responsible Vendor with the lowest responsive bid meeting the written specifications.

**Addenda to Quotation Requests:**

Quotation Requests may require Addenda be issued to them. An Addendum in some way modifies information from the original quotation request, i.e., to announce changes in the quote opening date, specifications, terms, conditions, or modifications to the bid sheet. In addition, some addenda are mandatory (i.e. MUST be acknowledged and returned with your quotation prior to the opening). Anyone quoting or contemplating quoting should check the Purchasing Division's website for posted addenda if you did not receive the initial quotation request by e-mail. All vendors shall be responsible for monitoring this website for posted addenda.

**Award Options:**

As the best interest of the County may require, the right is reserved to make award(s) by individual commodities, group of commodities, all or none or any combination thereof.

**Terms & Conditions:**

Attached Terms and Conditions, numbered 1 thru 29, apply to this solicitation.

**Quotations must be received in the Port Everglades Procurement Section, 1850 Eller Drive, 6<sup>th</sup> Floor, Fort Lauderdale, FL 33316, by the time and date requested in the upper left corner of this document. Quotations may be faxed to 954 761-1561.**

**For quotations over \$30,000, an original signed copy of the Quote Request must be submitted to the Purchasing Division prior to award.**

**Prices shall be quoted F.O.B. 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.**

**Local Business Tax Receipt Requirements: (formerly known as OCCUPATIONAL LICENSE TAX)**

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of their Local Business Tax Receipt within five (5) business days upon the request of the Purchasing Agent. Failure to do so may result in your quote being deemed non-responsive. For further

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information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Revenue Collection Division, Local Business Tax Section at (954) 831-4000.

**Contacts:**

For technical questions regarding the commodities/services listed in this quote, contact **Ellen Kennedy** at **954-468-3508** or by email at **ekennedy@broward.org**.

For information regarding bidding procedures, terms and conditions, contact **Joanne Bolanda** at **954-468-0116** or by email at [jbolanda@broward.org](mailto:jbolanda@broward.org).

**Port Everglades Security:**

The Department of Port Everglades requires persons to present, at port entry, a valid driver's license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 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.

The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-800-347-8942, or go on line to <http://twicinformation.tsa.dhs.gov>.

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**Contractor Responsibilities:**

The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Quote. 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.

CONTRACTOR shall perform the Work with its own organization, amounting to not less than seventy-five (75) percent of the Contract Price.

**Special Notice/OSHA:**

Special notice: In accordance with OSHA regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and / or presumed asbestos containing material at some Broward County locations. For a listing of those locations, refer to [www.broward.org/purchasing/bids/asbestos.pdf](http://www.broward.org/purchasing/bids/asbestos.pdf).

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<b>QUOTATION MUST BE SIGNED IN INK</b> By signature I acknowledge and agree to pages 5 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination.  Company Name: _____ <small>(Please Print)</small>  Address: _____ _____  PH: _____ FX: _____		Requisition No. <b>RQM 470PRT031209-022</b>  Signature: _____  Name / Title: _____ <small>(Please Print)</small>  FEIN No.: _____ Date: _____  Email: _____	

**Specifications:**

Additional specifications for the line items below, if required, follow on page(s) 7-8.

All prices submitted are to be on the form below. Prices quoted should be in unit of measure shown.

Line	Commodity No. / Description	Qty. / Unit	Unit Price	Total Unit Price
1.	CC# 91564 Television News Monitoring Services Monthly Subscription with email notification for English and Spanish South Florida Media Markets	12/ Months	_____	_____
2.	CC# 91564 Television News Monitoring Services High Resolution Digital News Segment, up to 15 minutes on an as-requested basis	20/ Clips	_____	_____
3.	CC# 91564 Television News Monitoring Services High Resolution Digital News Segment, 15 minutes up to 30 minutes on as-requested basis	3/ Clips	_____	_____

**Total Price**

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**Delivery:**

Delivery (e-mail notification) for Commodity Line 1 is required within one (1) calendar day after media event.

Please indicate delivery time after event: \_\_\_\_\_ calendar days.

Delivery is required within three (3) hours for Commodity Lines 2 and 3 after receipt of Purchase Order. Failure to meet this delivery timeframe may be deemed as non-responsive.

Please indicate delivery time after receipt of Purchase Order: \_\_\_\_\_ hours.

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<p style="text-align: center;"><b>QUOTATION MUST BE SIGNED IN INK</b></p> By signature I acknowledge and agree to pages 6 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination.  Company Name: _____ <span style="margin-left: 200px;">(Please Print)</span>  Address: _____ _____  PH: _____ FX: _____		Signature: _____  Name / Title: _____ <span style="margin-left: 200px;">(Please Print)</span>  FEIN No.: _____ Date: _____  Email: _____	

**Delivery will be made by e-mail or other online method.**

**E-mail addresses for notification are Ellen Kennedy, [ekennedy@broward.org](mailto:ekennedy@broward.org), Isaac Brooks III, [ibrooks@broward.org](mailto:ibrooks@broward.org) or Maisey Alpert, [malpert@broward.org](mailto:malpert@broward.org).**

**Broadcast Monitoring Service Specifications:**

1. Vendor is to provide monitoring of English and Spanish Broadcast Media Market in South Florida (Monroe, Dade, Broward and Palm Beach Counties) for twenty-four hours a day, 365 days a year.
2. Vendor is to provide a written summary of the Publicity Value and Numbers of Viewers/ Impressions for each news event clip on monitoring list. Example of written summary may be requested prior to award to evaluate vendor qualifications. Example must be submitted within 3 calendar days of request.
3. Vendor to provide digital preview of news event clip with e-mail notification.
4. Vendor to provide unlimited internet access to digital clip previews for a minimum of 5 concurrent users.
5. Vendor to provide copies of requested newscast event in digital clips to be purchased on an as-needed basis. Clips to be provided within three (3) hours of purchase by the Port Everglades Department.
6. High resolution digital clips to be provided in the following formats: Windows Media Player, AVI, MPEG or Quick Time.
7. The vendor should provide at least three (3) current business references for same/similar services. Vendor providing less than three verifiable business references (company contact and phone) may be deemed as nonresponsive.

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		Purchasing Agent: <b>Joanne Bolanda</b>	Phone number: <b>954-468-0116</b>
		Requisition No. <b>RQM 470PRT031209-022</b>	

<b>QUOTATION MUST BE SIGNED IN INK</b>	
By signature I acknowledge and agree to pages 7 of 10 and abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination.	Signature: _____
Company Name: _____ <small>(Please Print)</small>	Name / Title: _____ <small>(Please Print)</small>
Address: _____ _____	FEIN No.: _____ Date: _____
PH: _____ FX: _____	Email: _____

	Customer Name	Address	Phone	Contact Name
Ref #1				
Ref #2				
Ref #3				

**ADDENDA:**

**LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS QUOTE:**

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<p><b><u>Ship To:</u></b>          (All commodities unless otherwise indicated)</p> <p><b>Port Everglades Department</b>  <b>Corporate and Community Relations Division</b>  <b>1850 Eller Drive</b>  <b>Fort Lauderdale, FL 33316</b>  <b>954-468-3508</b>  <b>Attn: Ellen Kennedy</b>  <b>E-mail: ekennedy@broward.org</b></p>
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FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

## ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, [www.broward.org/purchasing](http://www.broward.org/purchasing) which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

A handwritten signature in blue ink that reads "Brenda J. Billingsley".

Brenda J. Billingsley, Director  
Broward County Purchasing Division

Broward County Board of County Commissioners

Josephus Eggelation, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keech • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler  
[www.broward.org](http://www.broward.org)

**STANDARD QUOTATION REQUEST TERMS AND CONDITIONS****ALL QUOTATIONS ARE SUBJECT TO THE FOLOWING TERMS AND CONDITIONS**

**DEFINITIONS** - The Board of County Commissioners is hereinafter referred to as "The Board" The Director of Purchasing is hereinafter referred to as "The Director." This Quotation Request implies no obligation on the part of the Broward County Purchasing Division. The Director reserves the right to reject any or all quotations, or to accept any part of any quotation and reject the other part if in his opinion such action would be in the best interest of the Board.

Upon acceptance of this quotation by the County, the terms of the quotation shall apply to all orders issued as a result of such acceptance. The Vendor agrees that the provisions included within this quotation form shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Any order resulting from this quotation will be subject to the following express conditions and agreements on the part of the successful Vendor.

- DO NOT INCLUDE MORE THAN ONE QUOTE PER ENVELOPE -

**1. VENDOR:**

(a) **PRICING** - Vendor shall insert unit price and extension against each item. In the event of a discrepancy between the unit price and the extension Group and/or Total, the unit price will govern.

(b) The vendor, in submitting this quotation certifies that the prices quoted herein are not higher than the prices at which the same item(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(c) **DISCOUNTS** - Vendor may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for quote evaluation purposes. Vendor should reflect any discounts to be considered in the quote evaluation in the unit price quoted. Payment discounts should be for a period of at least 30 calendar days.

(d) **UNBALANCED QUOTATIONS** - A group quote, showing evidence of obviously unbalanced quoting, may be declared unacceptable and rejected.

(e) **F.O.B. Delivery Point** - All prices bid must be F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated. Vendor must indicate F.O.B. point and approximate shipping cost, and method of shipment if quoting other than delivery to destination.

(f) **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.

(g) **OR EQUAL" QUOTING** - Unless otherwise stated, when a standard is used it indicates character and quality of the article and the Vendor may offer an equal subject to approval by the Director. If vendor fails to name a substitute, he will be required to furnish the standard specified.

(h) Quotations to be considered shall be received no later than the day stated. Quotations sent by Email/fax/mail are sent at the risk of the vendor.

(i) Quotation Request's will not be accepted from vendor in arrears to the Board upon debt or contract nor from a defaulter upon obligations to the Board.

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

**3. AWARDS:**

a. If a specific basis of award is not established in the Quotation Request, the award shall be to the responsible Vendor with the lowest responsive bid meeting the written specifications.

b. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities or services, group of commodities or services, all or none or any combination thereof. When a group is specified, all items within the group must be quoted. A vendor desiring to bid "No Charge" on an item in a group must so indicate, otherwise the quote for the group will be construed as incomplete and may be rejected. However, if Vendors do not quote all items within a group, the County reserves the right to award on an item by item basis.

c. **TIE** Quotations will be decided by the Director in accordance with the provisions of the Procurement Code.

d. The DIRECTOR reserves the right to waive any informalities, technicalities, and irregularities, or to reject any or all quotations, or any part of any quotations, and accept the quotations deems most advantageous and in the best interest of the County.

e. The Quotation shall be firm (may not be withdrawn), for a period of ninety (90) calendar days from Quotation due date.

**4. TIME FOR PERFORMANCE:** In all instances when the Quotation Request fails to state the time within which performance is to be completed and the vendor fails to state a time, the time for full and complete performance shall be twenty (20) calendar days from date of purchase order. Delivery time will be computed in calendar days from the date on the order.

**5. DELIVERY:**

a. **INSPECTION** shall be made at the point of delivery unless otherwise specified.

b. **CONTAINERS AND REELS** - All containers and reels shall become the property of the Board unless otherwise specified.

c. **DELIVERY HOURS** - Delivery shall be made between 9 A.M. and 4 P.M. Monday through Friday except holidays and at other times by special arrangements.

d. **MARKING** - 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. The goods must be suitably packed for shipment by common carrier.

e. **NEW MERCHANDISE** - Unless otherwise stated in the quotation, deliveries must consist only of new and unused merchandise and shall be the current standard production model available at the time of quote.

**6. DELAYS/NON-DELIVERY/REJECTIONS:**

a. **VENDOR'S FAULT** - If the vendor fails to make delivery within the time specified or if the delivery is rejected, the Director may obtain such commodities or any part thereof from other sources in the open market or on contract. Additional costs incurred and/or liquidated damages may become charges against the Vendor.

b. **BEYOND VENDOR'S CONTROL** - When, due to causes beyond the Vendor's control, the vendor fails to make delivery, or delivery is rejected, the Director may allow additional time or may obtain the supplies elsewhere without liability on the part of the Vendor to the Board or the Board to the Vendor.

c. **REJECTED MERCHANDISE** - The Director may withhold acceptance of, or reject any goods which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) calendar days by the Vendor. Rejected goods left longer than thirty (30) calendar 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 the Vendor's 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.

**7. GOVERNMENTAL REGULATIONS:** The Vendor expressly undertakes and agrees to fully comply with any and all laws, orders or regulations of any federal, state, municipal or county authority or agency insofar as any of the same may affect the order. If government regulations or other conditions beyond the Vendor's control prevent compliance with any requirements of the order, specific approval must be obtained from the Director before substitutions may be delivered. If proper substitutes are not available, the order may be cancelled without liability to the Board or to the Vendor.

**8. PATENTS:** The Vendor shall be liable for all claims made against the Board or any other thereof for infringement of patent rights or other rights arising from the purchase or use of items delivered under the order, and shall save harmless and indemnify the Board, and any officer thereof, against all costs, and the Board shall deduct and retain out of any monies which may be due, or become due, to the Vendor, a sum sufficient to meet all claims rising from such infringement.

**9. PAYMENT AND COLLECTION OF CHARGES:** Invoices will be payable after proper delivery of merchandise. Invoices must bear purchase order number. Follow instructions for billing as indicated on purchase orders. All sums due to the Board shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Vendor shall pay the Board, on demand, the amount of such charges.

**10. WARRANTIES AND GUARANTEES:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this quotation and any resultant orders in the name of the Board and shall deliver same to the point of delivery.

**11. 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.

**12. SAFETY STANDARDS:** Unless otherwise stipulated in the quote, 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 an order resulting from this quote 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.

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity, and reactivity;
  - 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;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety substances, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- 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.
- 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.

**13. RESOLVE PROTESTED SOLICITATIONS AND PROTESTED AWARDS:** According to the Broward County Procurement Code Part IX, "Pre-Litigation Protested Solicitations and Proposed Awards," any actual or prospective vendor or offeror who is aggrieved in connection with the solicitation or proposed award of a contract which does not exceed the amount of the award authority of the Director, may protest to the Director. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director or his designee and posted on the Purchasing Bulletin Board. 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.

**STANDARD QUOTATION REQUEST TERMS AND CONDITIONS**  
**(Continued)**

**14. QUOTE WITHDRAWAL:** No Vendor 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.

**15. ADDENDA TO QUOTE:** Broward County reserves the right to amend this solicitation prior to the quote closing date indicated. Only written addenda will be binding.

**16. 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 Quoter 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 the Quote, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Quote, or multiple breach of the provisions of this Quote 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, Quoter 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, Quoter 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. Quoter acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Quoter, is given as specific consideration to Quoter for the County's right to terminate this Contract.

**17. CONTRACT EXPIRATION:** 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 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.

**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 vendor to notify the County at once, indicating in a 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, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of quotes received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a quote 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 Vendor shall not constitute a recognizable defense against the legal effect thereof.

**21. PATENTS AND ROYALTIES:** The Quoter, 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 Quoter 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.

**22. ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Director.

**23. NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order of 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.

**24. 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 quote must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

**25. PUBLIC ENTITY CRIMES ACT:** Vendor represents that its response to this Quotation 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 quote on a contract to provide any goods or services to the County, may not submit a quote on a contract with the County for the construction or repair of a public building or public work, may not submit quotes 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. Vendor represents that its response to this Quotation 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.

**26. PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any other governmental unit and the Vendor as a result of this quote.

**27. INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the completion of this project; or by or in consequence of any negligence (excluding negligence of County), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said contractor or their subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the County against any claims or liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the contractor. The contractor agrees to indemnify and save harmless the County from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against County on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against County for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the contractor to defend at their own expense or to provide for such defense, at the County's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the County which may result from the operations and activities under this contract whether the operations be performed by the contractor, their subcontractor or by anyone directly or indirectly employed by either.

**28. 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.

**29. 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 related 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 three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure 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.