

**P**URCHASING **D**IVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

**ADDENDUM NO. 1**  
**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**  
**DATE OF ADDENDUM: July 6, 2005**

**TO ALL PROSPECTIVE BIDDERS:**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. **Page 1, SCOPE, Paragraph 3 and Page 15, Attachment "C", Section 1.A has been changed.**

**Page 1, SCOPE, Paragraph currently reads:**

All Prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms, and conditions shall remain fixed, for renewal period of the contract.

**Page 1, SCOPE, Paragraph 3 has been changed and now reads:**

All prices, terms and conditions remained fixed for the initial contract period. In accordance with the Living Wage Ordinance, upon each October 1, after the contract goes into effect, the hourly labor rate paid to the contractor's Living Wage covered of the contract will be adjusted consistent with the Consumer Price Index (Miami PMSA Consumer Price Index for all Urban Consumers) on December 31 of the year prior to the October 1 effective date of indexing. The Miami PMSA CPI-U for December 2005 will determine the hourly labor rates for this contract to be effective October 1, 2006. All other prices, terms and conditions shall remain fixed for the initial contract period and the renewal period. Contract prices to Broward County will not change.

2. **Attachment "C", Page 15 of 29, Section 1. A has been changed and now reads:**

All covered employees, including those of Bidder's subcontractors, providing service pursuant to the Bidder's contract shall be paid a living wage of no less than \$9.77 per hour with health benefits as described in this section, or otherwise \$11.05 per hour, regardless of any contractual relationship which may be alleged to exist between the Bidder and such employees through September 30, 2005. As of October 1, 2005, all covered employees, including those of Bidder's subcontractors, providing service pursuant to the Bidder's contract shall be paid a living wage of no less than \$10.15 per hour with health benefits of minimally \$1.33 per hour or \$11.48 per hour without health benefits. The Bidder and subcontractors, hereinafter referred to as "covered employer" may comply with the living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits, costing the covered employer at least \$1.28 per hour toward the provision of health care benefits for employees and their dependents through September 30, 2005 and at least \$1.33 per hour toward the provision of health care benefits for employees and their dependents from October 1, 2005 through September 30, 2006.

This addendum **MUST** be acknowledged on the bid sheet and/or returned with your Invitation For Bid Form, (Bidder Acknowledgment) due Tuesday, July 12, 2005 at 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid No. J-5-05-166-B1.

**NAME OF COMPANY:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**Note: This addendum must 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 faced 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.
- 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.
- 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](http://www.broward.org/purchasing/results).

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m.  
 and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

BID NO.

PURCHASING AGENT NAME & TELEPHONE NUMBER

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.

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 County shall also require that any contractor selected to perform work on a County project 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 offeror 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 specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- b. Any protest from a bidder or offeror 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.

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](http://www.broward.org/purchasing)

**P**URCHASING **D**IVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

**SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

**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 and included with a photocopy of your bid in one envelope. The face of the envelope should contain the address, the date and time of bid opening, and bid number. Bids not submitted on bid sheets may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited on an open-end basis for **Temporary Personnel to Perform On-Site Microcomputer Services** for **Various County Agencies**.

The initial contract period shall start on date of award, or September 17, 2005, whichever is later 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.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

The Purchasing Director may renew this contract for two (2), one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

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.

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

2. **SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(CONTINUED)

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

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.

4. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Wendy Lorenzo, Purchasing Agent at (954) 357-6083.

Bidders requiring technical clarifications should contact Keith Wolf, Office of Information Technology at (954) 357-5918. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

5. **PORT EVERGLADES SECURITY REQUIREMENTS:**

Port Everglades requires persons to have an identification badge issued prior to entry into the Port. An identification badge shall be obtained and paid for by the contractor for all employees, subcontractors, agents and servants working on the Port project. The 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.

6. **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](http://www.broward.org/purchasing/bids/asbestos.pdf). You may request a copy of subject location listing by calling (954) 357-6066.

7. **SITE VISIT AND/OR PRE-BID CONFERENCE:**

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

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

<b><u>Pre-Bid Conference</u></b>	
<b>Date:</b>	<b>July 6, 2005</b>
<b>Time:</b>	<b>10:00 A.M. – 11:00 A.M.</b>
<b>Location:</b>	<b>Broward County Governmental Center 115 S. Andrews Avenue, Room 302A Fort Lauderdale, FL 33301</b>

**If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.**

**SPECIAL INSTRUCTIONS TO BIDDERS**  
(CONTINUED)

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

8. **DELIVERY AND ACCEPTANCE:**

See Attachment "A". Delivery is FOB destination and is to be made to the following site(s):

<b>VARIOUS LOCATIONS WITHIN BROWARD COUNTY</b>
--

9. **SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:**

Not applicable for this bid.

10. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(Attachment "F")**

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 coverages set forth in this Section.

10.1 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(s) must include:

10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

10.1.2 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

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

10.2 Comprehensive General Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) 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:

10.2.1 Premises and/or Operations.

10.2.2 Independent Contractors.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
**(CONTINUED)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

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

10.2.3 COUNTY is to be 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 in connection with general supervision of such operation.

10.2.4 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

10.3 The CONTRACTOR shall provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 10.1 and 10.2 above. The Contractor should provide these Certificates within fifteen (15) days after request by the Purchasing Agent. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

10.4 Certificates of insurance shall be provided as specified in sub-section 10.3 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.

11. **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 construction operations be performed by the CONTRACTOR, their subcontractor or by anyone directly or indirectly employed by either.

12. **WARRANTY:**

Not applicable for this bid.

13. **PAYMENT:**

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

**SPECIAL INSTRUCTIONS TO BIDDERS**  
**(CONTINUED)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

14. **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.”

15. **LIVING WAGE ORDINANCE:**

Bidders are advised that the provisions of Broward County Ordinance 2002-45 (Living Wage Ordinance) will apply to this contract. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 2002-45 and acknowledges awareness of the penalties for non-compliance. Explanation of Living Wage requirements is included in Attachment “C”. The Living Wage Certification, included in Attachment “C”, must be furnished to this office prior to an award being made as well as submitted with each invoice for the services specified herein.

16. **SHELTERED MARKET PROGRAM:**

16.1 **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.**

16.2 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 Contractual Services. 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.

16.3 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 “D”).

**SPECIAL INSTRUCTIONS TO BIDDERS**  
**(CONTINUED)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

17. **MULTIPLE AWARDS:**  
Awards will be made to the three lowest, responsive and responsible bidders. It is the intent of the County to place orders with the lowest priced responsive and responsible bidder. The County reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or if delivery time and availability of service as requested cannot be met by the lowest priced vendor at the time of need.
18. **PREFERENCES:**  
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.
- 18.1 **DOMESTIC PARTNER CLAUSE: (Attachment "E")**  
**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 \$200,000 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.
19. **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.

**SPECIAL INSTRUCTIONS TO BIDDERS**  
**(CONTINUED)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

20. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), 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 they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand 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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.**

BID SHEET

TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

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 16, page 5 of 29). **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 quotation.

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 all terms, conditions, specifications and requirements, the bidder offers the following:

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	6,000 Hrs.	#96269 Technical Temporary Personnel as per Attachment "A", Specifications.	\$ _____/hr.	\$ _____

DELIVERY

Qualified individuals to be available to begin work within \_\_\_\_\_ calendar days of the notification that service is required, desired within three (3) calendar days.

Bid results will be posted to the Broward County Purchasing website at [www.broward.org/purchasing/results/](http://www.broward.org/purchasing/results/).

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)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

In accordance with Paragraph 10.4 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

---

---

---

**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.

---

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES  NO

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES  NO

NAME OF COMPANY: \_\_\_\_\_

---

**BID SHEET**  
**(CONTINUED)**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES                       NO

VENDOR FAX # \_\_\_\_\_

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

YES                       NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

YES                       NO

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BEEPER #: \_\_\_\_\_ FEDERAL TAX ID #: \_\_\_\_\_

REMIT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**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"**  
**(CONTINUED)**

**SPECIFICATIONS AND REQUIREMENTS**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

**GENERAL**

Provide qualified personnel to perform on-site PC services at different locations throughout Broward County, on an hourly basis to support the efforts of Broward County departmental staff. Services shall include, but not be limited to, installation and moving of hardware (up to 70 pounds) and/or installation of software on County PCs, notebooks, and local area networks; troubleshooting, diagnosing and correcting application and operating system software problems including peripheral related issues and/or hardware problems (PCs, notebooks, printers, modems, etc.) in response to requests or direction provided by the responsible agency or department.

The County's 4,000 workstation environment encompasses Windows 2000/XP and includes standalone and networked PCs. New installations involve, Windows 2000/XP in a Microsoft Active Directory environment. County standard applications include Microsoft Office 2003, Microsoft Outlook and IBM PC3270. Additional applications are supported as required by various departmental functions.

Personnel shall be provided on a temporary basis, onsite work hours shall be from 8:30 a.m. until 5:00 p.m., Monday through Friday, except County holidays (unpaid), to include two (2) fifteen (15) minute breaks (paid) and a 30 minute lunch break (unpaid). Services may be required at other times during the week such as, flexible start times or weekends for departmental needs or functions as necessary. Overtime will be paid at a rate of one and one-half times the standard hourly rate, for any hours in excess of forty (40) hours in a week. Qualified individual(s) are desired to begin work within three (3) days of a notification that service is required.

At the expense of the CONTRACTOR, each assigned employee must possess a cellular phone which must remain in working condition during daily assigned hours.

**MINIMUM QUALIFICATIONS OF TEMPORARY PERSONNEL**

Three (3) years' experience with installation, troubleshooting and support of PC hardware and software with at least one (1) year in a LAN/WAN Enterprise environment. Evidence of one or more of the following is required: Microsoft, CompTIA certifications and/or extended years of experience (six years and above). A college degree from an accredited institution in computer science or related field may be used to satisfy certification requirements.

Temporary personnel must possess a valid driver's license and will be responsible for providing transportation in order to perform tasks as related to daily assignments. At the expense of the CONTRACTOR, a criminal background check (seven year history based on Social Security number) and reference check is required for any assigned personnel and a report of the findings must be submitted to Broward County before acceptance of stated individual. At the expense of the CONTRACTOR, photo ID's containing the CONTRACTOR's company name & identity must be displayed on said personnel at all times while working in any Broward County owned facility. Temporary personnel will be required to display Broward County approved identification badge(s) in addition to a contractor photo I.D. All Broward County issued ID badges (to include access control badges), parking permits, software and any other assigned equipment remains the property of Broward County and must be surrendered by personnel upon separation from Broward County. CONTRACTOR is responsible for costs associated in the recovery or replacement of such items after said separation.

The County reserves the sole and final right to determine the ability of any individual to meet the requirements included herein through a demonstration of proficiency, such as an interview and/or installation of a PC in a Lan/Wan environment including, Windows 2000/XP, Microsoft Office 2003 and associated peripheral software.

**ATTACHMENT "A"**  
**(CONTINUED)**

**SPECIFICATIONS AND REQUIREMENTS**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

**AT WILL EMPLOYMENT**

All employees of the awarded CONTRACTOR shall be considered to be, at all times, the sole employees of the awarded CONTRACTOR, under the CONTRACTOR'S sole discretion and not an employee or agent of Broward County.

Broward County reserves the right to require the awarded CONTRACTOR to remove an employee(s) it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the policies set forth by Broward County. If an event arises that requires the release of an employee, the awarded CONTRACTOR will be notified and the employee will be advised that they are being released and instructed to contact their CONTRACTOR directly for specifics. Upon notification of release, all Broward County issued ID badges (to include access control badges), parking permits, software and any other assigned equipment must be surrendered by said employee. CONTRACTOR is responsible for replacement of any item that is not returned by employee(s).

**USE OF COUNTY OWNED COMPUTERS AND NETWORK CONNECTIONS**

All employees of the awarded CONTRACTOR shall be required to adhere to the policies and procedures set forth by Broward County's Office of Information Technology regarding the use of Broward County computers and its contained networks. Broward County E-mail usage is governed by these policies, which are extracted from Broward County Memorandum AA00021.

1. Computer systems and software purchased, leased or rented by Broward County are the sole properties of Broward County and are to be used only for business purposes. The hardware and software are public property and may not be used for personal business or for non-governmental purposes.
2. Broward County is the owner of the hardware and software, including E-mail, and reserves the right to review E-mail transactions, to inspect the contents of the software contained on any PC and to monitor systems for the purpose of audit, or review or disclosure of any or all materials stored in the system to ensure that these policies are being honored.
3. Employees are advised that their messages are subject to monitoring or review. Privacy in the use of County E-mail is not a fundamental right.
4. Inappropriate use of County computer equipment, including E-mail and Internet connections, to transmit messages which include racial, religious, or gender epithets, obscene material, or material for the personal benefit of individuals is prohibited. Employees are subject to serious disciplinary action for the violation of these policies, including possible termination.
5. E-mail messages are considered public records and are open to public inspection under Florida's Public Records ACT.

**ATTACHMENT "A"**  
**(CONTINUED)**

**SPECIFICATIONS AND REQUIREMENTS**

**TEMPORARY PERSONNEL TO PERFORM ON-SITE MICROCOMPUTER SERVICES**

**OWNERSHIP OF WORK DEVELOPMENTS**

Ownership of Work Product:

1. Broward County shall own all Work Product (as defined in Section (e)). All Work Product shall be considered work made for hire by temporary personnel staff and CONTRACTOR and owned by Broward County.
2. If any of the Work Product may not, by operation of law, be considered work made for hire, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in Broward County, temporary personnel staff and CONTRACTOR agree to assign, and upon creation thereof automatically assigns, without further consideration, the ownership of all trade secrets, U.S. and international copyrights, patentable inventions, and other intellectual property rights therein to Broward County, its successors and assigns.
3. Broward County, its successors and assigns, shall have the right to obtain and hold in its or their own name copyright registrations, trademark registrations, patents and any other protection available in the foregoing.
4. Temporary personnel staff and CONTRACTOR agree to perform, upon the reasonable request of Broward County, during or after temporary personnel staff and CONTRACTOR's work for Broward County, such further acts as may be necessary or desirable to transfer, perfect, and defend Broward County's ownership of the Work Product.
5. For purposes hereof, "Work Product" shall mean all intellectual property rights, including all trade secrets, U.S. and international copyrights, patentable inventions, discoveries and improvements, and other intellectual property rights, in any programming, documentation, technology, source code, file layouts or other work product that relates to the business and interests of Broward County and that temporary personnel staff and CONTRACTOR conceive, develop, or deliver to Broward County at any time during the contracted work hours for Broward County. Work Product shall also include all intellectual property rights in any programming, documentation, technology, or other work product that is now contained in any of the products or systems, including development and support systems, of Broward County to the extent temporary personnel staff and CONTRACTOR conceived, developed, or delivered such Work Product to Broward County prior to the date of this Agreement while engaged as an independent contractor of Broward County. Temporary personnel staff and CONTRACTOR hereby irrevocably relinquishes for the benefit of Broward County and its assigns any moral rights in the Work Product recognized by applicable law.
6. Upon the request of Broward County and, in any event, upon the termination of temporary personnel staff and CONTRACTOR's work with Broward County, temporary personnel staff and CONTRACTOR shall return to Broward County and leave at its disposal all memoranda, notes, records, drawings, manuals, computer programs, documentation, diskettes, computer tapes, source code, file layouts and other documents or media pertaining to the business of Broward County or temporary personnel staff and CONTRACTOR's specific duties for Broward County, including all copies of such materials.

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 \_\_\_\_\_, 2005,

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"****INVITATION FOR BID**  
**SUPPLEMENTAL GENERAL CONDITIONS**  
**LIVING WAGE ORDINANCE**

The following is a summary of requirements contained within Broward County Ordinance 2002-45 (Living Wage Ordinance). If there is any conflict between the following summary and the language in Broward County Ordinance 2002-45, the language in Ordinance 2002-45 governs. These terms may supplement the specific requirements of the ordinance in order to effectuate the intent.

Bidders are advised that the provisions of Broward County Ordinance 2002-45 (Living Wage Ordinance) will apply to any contract(s), exceeding \$100,000.00 per year, awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Ordinance 2002-45, and acknowledges awareness of the penalties for non-compliance. A copy of this ordinance may be obtained from the purchasing agent issuing this bid.

- I. The bidder, under the terms of the Living Wage Ordinance, must comply with the following details. See the full Ordinance for full information about contractor's obligations at:

[http://library1.municode.com/gateway.dll/FL/1/florida/1/6021/6022?f=templates&fn=default.htm&npuserame=10288&nppassword=MCC&npac\\_credentialspresent=true&vid=default](http://library1.municode.com/gateway.dll/FL/1/florida/1/6021/6022?f=templates&fn=default.htm&npusername=10288&nppassword=MCC&npac_credentialspresent=true&vid=default)

- A. All covered employees, including those of the Bidder's subcontractors, providing service pursuant to the Bidder's contract shall be paid a living wage of no less than \$9.77 per hour with health benefits as described in this section, or otherwise \$11.05 per hour, regardless of any contractual relationship which may be alleged to exist between the Bidder and such employees. The Bidder and covered subcontractors, hereinafter referred to as "covered employer" may comply with the living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits, costing the covered employer at least \$1.28 per hour toward the provision of health care benefits for employees and their dependents.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The employer must post in a visible place on the site where such contract work is being performed, a notice specifying the wages/benefits to be paid under County Ordinance 2002-45. This poster will be provided by the County. Bidders shall provide a copy of the requirements of the ordinance to any entity submitting a bid for a subcontract on this contract, prior to their submitting a bid.
- D. The covered employer must print the following statements on the front of the covered employee's first paycheck for work performed for this contract and every six months thereafter: "You are required by Broward County Ordinance to be paid at least (insert applicable rate pursuant to the Ordinance) dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

**ATTACHMENT "C"**  
**(CONTINUED)**

**INVITATION FOR BID**  
**SUPPLEMENTAL GENERAL CONDITIONS**  
**LIVING WAGE ORDINANCE**

**II. LIVING WAGE - INDEXING:**

The Living Wage amounts shall be annually indexed to inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CPI-U), calculated by the United States Department of Commerce. The first indexing adjustment shall occur for the 2004-2005 County fiscal year using the Consumer Price Index figures provided for the calendar year ending December 31, 2003, and thereafter on an annual basis.

Unless amended, the Living Wage Ordinance Indexing will be implemented as follows:

No later than March 30, 2004 and every March 30 thereafter, the County will post the adjusted living wage rates on its Purchasing Division website, and will notify the awarded contractor of these rates which will be effective the following October 1. Service contractors so notified are responsible for notifying existing covered subcontractors of the revised living wage rates no later than May 30. All covered employers shall commence payment of the revised rates to covered employees no later than October 1 of that year.

**III. LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES; WITHHOLDING:**

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed.

**IV. PAYROLL; BASIC RECORDS; REPORTING:**

- A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of fringe benefit payments including contributions to approved plans; and other information the Contract Administrator should require from time to time.
- B. The successful bidder shall provide a certificate to the Contract Administrator prior to the award of the contract in substantially the form attached hereto. It must include the name, address, and phone number of the covered employer and a local contact person; the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the Ordinance.
- C. The covered employer shall submit the payroll information required every six months, to the applicable Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

**ATTACHMENT "C"**  
**(CONTINUED)**

**INVITATION FOR BID**  
**SUPPLEMENTAL GENERAL CONDITIONS**  
**LIVING WAGE ORDINANCE**

**IV. PAYROLL; BASIC RECORDS; REPORTING: (Continued)**

D. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

**V. SUBCONTRACTS:**

The service contractor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

**VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:**

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance, the employee may file a complaint with the Office of Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the ordinance may suffer any or all sanctions provided for in the ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, debarment. The ordinance also provides employees with a private right of action in court.

**ATTACHMENT "C"**

**BROWARD COUNTY**  
**LIVING WAGE EMPLOYER CERTIFICATION**

(This certification must be provided at the request of the purchasing agent before award of the contract.)

Employer:	Date:																								
Address:																									
Phone Number:	Local Contact:																								
Bid/Contract Number:	Address:																								
Contract Amount:	Phone Number:																								
Department Served:																									
Brief Description of Service Provided:																									
<p><u>Please check one:</u></p> <p>By signing below I hereby certify that the employees listed below:</p> <p>A. ___ Receive a minimum pay of \$_____ per hour and are provided health benefits valued at \$_____ per hour.</p> <p>B. ___ Receive a minimum pay of \$_____ per hour and are not provided health benefits.</p>																									
<p><u>Please check one:</u></p> <p>___ Names of employees to be providing covered services for the above referenced contract:</p> <p>___ Names of employees that provided service for this invoice period:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Names</th> <th style="width:10%;">A or B</th> <th style="width:30%;">Names</th> <th style="width:10%;">A or B</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> <td>_____</td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> </tbody> </table> <p style="text-align:center;">(Use reverse side or attach information, if needed)</p>		Names	A or B	Names	A or B	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	<input type="checkbox"/>
Names	A or B	Names	A or B																						
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>																						
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>																						
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>																						
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>																						
_____	<input type="checkbox"/>	_____	<input type="checkbox"/>																						
<p>I, _____, _____, hereby certify that _____ is committed</p> <p style="text-align:center;">Name Title Contractor</p> <p>to pay all employees working on this contract/project, and therefore covered by the Broward County Living Wage Ordinance 2002-45, in accordance with wage rates and provisions of the Living Wage Ordinance. I further certify that all of the information provided above is true, complete and correct.</p> <p>By _____</p> <p style="text-align:center;">Signature Print/Type Name and Title</p>																									

ATTACHMENT "D"

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](http://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!

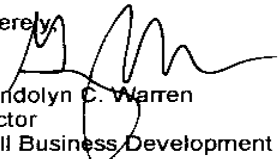
Certification as a Small Business Enterprise allows you to participate in the Small Business Sheltered Market Program. An initiative of the Broward County Board of County Commissioners, the Sheltered Market Program reserves nearly all of the County's contracts under \$250,000 for certified Broward County 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](http://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 Wexler  
[www.broward.org](http://www.broward.org)

**ATTACHMENT "D"**  
**(CONTINUED)**

**INSTRUCTIONS FOR COMPLETING APPLICATION  
FOR (SBE) O N L Y  
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.

**ATTACHMENT "D"**  
**(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 "D"**  
**(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 "D"**  
**(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 "D"  
(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

Affidavit signed and notarized

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 for certification to:

Broward County Board of County Commissioners  
Office of Equal Opportunity  
Small Business Development Division  
115 S. Andrews Avenue, Annex 640  
Fort Lauderdale, FL 33301

Peg Buchan  
Phone-(954) 357-6400 Fax-(954) 357-6010  
E-mail: pbuchan@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 "D"**  
**(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 "D"  
(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 "E"**  
**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 "F"

Attachment		Certificate of Insurance			Bid #	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW						
NAME AND ADDRESS OF AGENCY			COMPANIES AFFORDING COVERAGES			
			COMPANY LETTER <b>A</b>			
			COMPANY LETTER <b>B</b>			
			COMPANY LETTER <b>C</b>			
			COMPANY LETTER <b>D</b>			
			COMPANY LETTER <b>E</b>			
NAME AND ADDRESS OF INSURED						
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GARAGE **			BODILY INJURY	EACH OCCURRENCE	AGGREGATE
				PROPERTY DAMAGE		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	300	300
				PERSONAL INJURY		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)		
				PROPERTY DAMAGE		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>			STATUTORY	100	(EACH ACCIDENT)
	<b>OTHER</b>					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES ** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY) ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA - CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN						
<b>Cancellation:</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail <b>Thirty (30)</b> days written notice to the below named certificate holder.						
NAME AND ADDRESS OF CERTIFICATE HOLDER Broward County Board of County Commissioners 115 South Andrews Avenue Ft Lauderdale, FL 33301  ATTN: RISK MGMT Room 212  RE: BID # <b>J505166B1</b> PROJECT #			DATE ISSUED:  <div style="text-align: center;">                           AUTHORIZED REPRESENTATIVE                     </div> BY: <b>MARY MEISTER</b>  DATE: <b>5-27-05</b>			