

Solicitation BLD2123540P1

Building Automation Systems Services - County Facilities

Bid Designation: Public



Broward County Board of County Commissioners

Bid BLD2123540P1 Building Automation Systems Services - County Facilities

Bid Number BLD2123540P1
Bid Title Building Automation Systems Services - County Facilities

Bid Start Date Jan 28, 2022 5:20:50 PM EST
Bid End Date Mar 9, 2022 2:00:00 PM EST
Question &
Answer End Date Mar 4, 2022 5:00:00 PM EST

Bid Contact Randy Plunkett
Purchasing Agent
Purchasing Division
rplunkett@broward.org

Bid Contact Mary Moss
Purchasing Agent
Purchasing Division
mmoss@broward.org

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 120 days

Bid Comments **The Broward County Facilities Management Division is seeking a qualified firm to provide routine monthly, quarterly, semi-annual and annual inspection and maintenance service to comply with the minimum service requirements for the installation, maintenance, repairs, updates and upgrades of Building Automation Systems. If necessary the awarded vendor shall be able to provide upgrades to hardware and software to include custom programming.**

Goal Participation: This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

This is a Living Wage Service Contract – refer to Living Wage Ordinance Requirements section for additional information.

County/State License Requirements: In order to be considered a responsive and responsible respondent for the scope of work set forth in this solicitation, the Respondent must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

Questions and Answers: The County provides a specified time for respondents to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Site visitation is optional and may be requested by appointment only. If desired, submit a request to the Project Manager, Sean O'Rourke, Facilities Management Division, by email to sorourke@broward.org and copy the Purchasing Agent, Randall Plunkett at rplunkett@broward.org no later than end of business on Friday, February 4, 2022. Late requests may not be considered.

Submittals:

Price will be considered in the final evaluation and ranking of the firms. The Pricing Sheet must be completed and submitted as per the Special Instructions to Vendors.

Respondent **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through Periscope S2G, Supplier-to-Government. Refer to the Purchasing Division website or contact Periscope S2G, Supplier-to-Government for submittal instructions. It is the Respondent's sole responsibility to assure its response is submitted and received through Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Respondents are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Respondent is having difficulty submitting the solicitation document through Periscope S2G, Supplier-to-Government, immediately notify the Purchasing Agent and then contact Periscope S2G, Supplier-to-Government for technical assistance.

Added on Feb 23, 2022:
Addendum No. 1

TO ALL PROSPECTIVE RESPONDENTS:

Words in ~~strike through~~ type are deletions from existing text. Words in bold and underscoring type are additions.

The solicitation Opening Date is revised and will open on **March 9, 2022 at 2:00 PM**.

Attachments A and A-1 are replaced in their entirety for the following:

Attachment A-1, Location 1056-0001 Public Safety Complex - Cochran Building BAS is revised to SIEMENS equipment.

Special Instructions to Vendors is replaced in its entirety for the following:

Section 5 License Requirements revised to include State of Florida Certified Mechanical Contractor and Broward County Master Mechanical Contractor to list of acceptable licenses.

All other terms and conditions remain unchanged.

Added on Feb 24, 2022:
Addendum No. 2

TO ALL PROSPECTIVE RESPONDENTS:

Words in ~~strike through~~ type are deletions from existing text. Words in bold and underscoring type are additions.

Bid Comments are revised as follows:

Site visitation is optional and may be requested by appointment only. If desired, submit a request to the Project Manager, Sean O'Rourke, Facilities Management Division, by email to sorourke@broward.org and copy the Purchasing Agent, Randall Plunkett at rplunkett@broward.org no later than end of business on ~~Friday, February 4, 2022~~ Monday, February 28, 2022. Late requests may not be considered.

All other terms and conditions remain unchanged.

Addendum # 1

New Documents	BLD2123540P1_Exhibits A and A-1_Scope of Work-ADDENDUM NO. 1.pdf Special Instructions-ADDENDUM NO. 1.pdf		
Removed Documents	BLD2123540P1_Special Instructions.pdf BLD2123540P1_Exhibits A and A-1_Scope of Work.pdf		
Previous EndDate	Feb 23, 2022 2:00:00 PM EST	New End Date	Mar 9, 2022 2:00:00 PM EST

Addendum # 2

Addendum # 3

Previous Q & A End Date	Feb 14, 2022 5:00:00 PM EST	New Q & A End Date	Mar 4, 2022 5:00:00 PM EST
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Item Response Form

Item BLD2123540P1--01-01 - Building Automation Systems Services

Quantity 1 contract

Prices are not requested for this item.

Delivery Location Broward County Board of County
Commissioners

No Location Specified

Qty 1

Description

Proposers must complete and submit the Pricing Sheet (Exhibit B) through Periscope S2G (refer to Special Instructions to Vendors). Failure to submit the Pricing Sheet with the Proposer's submittal will deem the Proposer **non-responsive**.

The total points awarded for price will be based on the Proposer's initial three-(3) year term contract amount entered in the Price Sheet (Exhibit B).

ADDENDUM NO. 1

Exhibit A
Building Automation Systems Services – County Facilities
Scope of Services

1. Introduction

- 1.1. Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals to comply with the minimum service requirements contained in this scope as part of the Services provided under this Agreement. Services include the maintenance, installations, repairs, upgrades, and other services on various Building Automation Systems (“BAS”) at Broward County’s (“County”) facilities. Services shall be all inclusive.
- 1.2. Contractor may provide tools, documentation, panels, or other control equipment in County's building for Contractor's convenience in performing Contractor's services. That equipment shall remain Contractor's property. Contractor retains the right to remove such items at any time during the term, or upon the termination, of this Agreement.
- 1.3. Contractor shall be able to support all editions of the systems, including BACNET communication interface system.
- 1.4. Contractor shall be able to provide upgrades to hardware and software, including custom programming if needed.
- 1.5. Planned Services by Contractor consist of furnishing the necessary preventive maintenance, diagnostics and repair and replacement labor, as further described in Section 2 below, for a complete full coverage service program, for a fixed monthly fee.
- 1.6. The use of Optional Services will be through the process described in Section 3.2 of the Agreement, each with a defined scope of work further described below.
- 1.7. BAS located at facilities included in this scope are:
 - 1.7.1. Johnson Controls, to include Metasys, PMI, ADX server and all related software associated with the ADX server.
 - 1.7.2. Carrier Comfort Control Network to include I-View web enabled software.
 - 1.7.3. Trane Tracer Summit, to include all software associated with the Trane Tracer Summit system.
 - 1.7.4. KMC to include KMC In Touch software.
 - 1.7.5. iWorx Innovex Technologies iWorx LCI-2.
 - 1.7.6. Talon/Niagara, to include Tridium JACE and Reliable Controller Service.
 - 1.7.7. Siemens, to include Desigo CC, Insight, Apogee and all software associated with the Siemens systems.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

- 1.8. The County reserves the right to add locations to this contract as such locations may be acquired or delete locations in the event they are no longer used.
- 1.9. The County reserves the right to add additional equipment at existing locations covered by this contract as such additional equipment may be acquired or delete equipment in the event it is no longer used.
- 1.10. In the event additional related services may be required to maintain the covered equipment as part of Planned Services the parties will agree to an appropriate price adjustment.
- 1.11. The price adjustments required to achieve the modifications contemplated by this section will be agreed upon by the parties and will be comparable to the price for service being provided to other locations utilizing the same or comparable equipment. The Purchasing Director must approve any adjustment in price.
- 1.12. The County shall have the right to direct Contractor to suspend services at any covered location upon thirty (30) days written notice from the Contract Administrator or designee. Within thirty (30) days after the receipt of such notice, [Contractor/Consultant/Vendor] shall cease providing services, and shall cease billing the County for such services, for the relevant covered location(s)

2. Planned Services

- 2.1. Contractor shall maintain the BAS in each County facility listed in Exhibit A-1 in continuous top operating condition in accordance with each BAS manufacturer's specifications and recommendations and industry standards.
- 2.2. Contractor shall maintain systems for sequencing of equipment operations, ensuring optimum temperature and relative humidity control, maximizing conservation of energy, the continuous collection of building interval data, and providing remote access to building/system data 24-hours/day, 7-days/week.
- 2.3. BAS shall provide data collection for general facility performance including, but not limited to, analytics, charts and graphs which indicate both current building performance and opportunities for building and HVAC system performance improvement.
- 2.4. Work to be provided by Contractor, as outlined in this section, includes, but is not limited to, the equipment and tasks listed in Exhibit A-1. It is also for equipment of similar size, type, manufacturer and make that may require maintenance and repair.
- 2.5. The Maintenance Schedule provided in Exhibit A-1 shall be the minimum level of service provided by Contractor for pricing the Planned Service fee. Contractor shall perform equipment analysis to determine if any value-added

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

- changes could optimize the schedule and manufacturer's suggested service interval using automation, condition monitoring or other methods of failure detection.
26. For covered equipment and tasks contained in Exhibit A-1, Planned Service provided by Contractor shall include:
 - 2.6.1. Routine monthly, quarterly, semi-annual, and annual inspections.
 - 2.6.2. Preventive maintenance service in accordance with a computer-generated, month-by-month program of standardized maintenance routines.
 - 2.6.3. Repair labor and repair material including, but not limited to, all mechanical, electrical, and electronic parts that are part of the BAS and supplies incidental to such services.
 - 2.6.4. RTF, run-to-failure strategy, whereby repair service is provided when a device fails.
 27. Contractor shall respond to service calls related to BAS performance and correct any problems in accordance with the following:
 - 2.7.1. Response times are defined by the criticality of the call and type listed below:
 - 2.7.2. Emergency, initial response onsite within two (2) hours on a 24 hours/day, 365days/year basis.
 - 2.7.3. Urgent, initial response by next calendar day.
 - 2.7.4. Routine, action required at next scheduled visit.
 28. Contractor shall repair or replace failed or worn components with new or reconditioned components from the original control and/or automation manufacturer to ensure system compatibility unless approved otherwise by Broward County.
 29. Components that are suspected of being faulty may be repaired or replaced in advance at County's discretion to prevent system failure.
 - 2.10. After each service call, Contractor shall send a detailed, completed copy of the work ticket to the County explaining findings and work performed. This work ticket must be emailed to Broward County within two business days.
 - 2.11. Contractor shall furnish and install annual software updates per manufacturer directives to maintain or improve present performance within the functional capabilities of the existing system.
 - 2.11.1. Contractor shall provide the services described in this paragraph for all the operating and applications software packages currently comprising BAS.
 - 2.11.2. If new software packages are purchased and installed in BAS by Contractor, they may be included under Planned Service coverage for an

Exhibit A – Scope of Services (Cont'd)

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incremental charge to County. Said incremental charge to County may only be made after County provides express, written approval for said purchase(s) and charge(s).

- 2.11.3. Each time the Contractor installs software revisions, 2-4 hours of training shall be provided to County to inform the Facilities Management Division employees as to how each enhancement will benefit them.
- 2.12. Contractor shall provide consultation to assist the system user(s) in identifying, verifying, and resolving system problems. This includes adding programs, database, or graphics.
- 2.13. Should a catastrophic event occur, Contractor must respond onsite or online, to reload the databases and system files from their stored backup copy, to restore BAS operation as soon as possible.
- 2.14. If the equipment must be shut down for service or repairs, Contractor shall coordinate the schedule with County prior to any shutdown.

3. Exclusions to Planned Service

- 3.1. Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper.
- 3.2. Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error.
- 3.3. Service calls due to failures resulting from acts of God, abuse or misuse of equipment, alterations, modifications, or repairs to equipment not performed or provided by Contractor.
- 3.4. Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control as determined by Contract Administrator.
- 3.5. Service calls required because Contractor had previously been denied access to the equipment.
- 3.6. External electrical wiring, hydronic and pneumatic piping, and structural supports.
- 3.7. Repair or replacement of obsolete equipment and controls where parts are no longer readily available (either used, new old stock or refurbished by the original manufacturer).
 - 3.7.1. For any equipment, software, controls, or parts that Contractor states are obsolete, Contractor must provide County with a letter from the Original Equipment Manufacturer (OEM) stating that such item is no longer available.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

3.8. Hazardous Waste:

- 3.8.1. Hazardous wastes remain the property and the responsibility of the County even when removed from equipment or replaced by Contractor as provided by the terms of this Agreement.
- 3.8.2. The County shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

4. Planned Service Reporting and Meetings

- 4.1. Contractor shall be required to create and maintain BAS maintenance and repair history data files. The files shall contain the schedule of site visits, all service tickets, all preventive maintenance tickets, and all reports.
- 4.2. The service and preventive maintenance tickets prepared and maintained by Contractor shall include the following:
 - 4.2.1. Facilities Management Division (FMD) work order number.
 - 4.2.2. Contractor internal work order or reference number.
 - 4.2.3. All notes about the service.
 - 4.2.4. Recommended optional services.
 - 4.2.5. Any other facility-specific information as required by the County or the Contractor to facilitate the services for the BAS.
 - 4.2.6. Contractor shall email to the Contract Administrator or its designee a copy of the service record within 48 hours of each visit to a BAS site.
- 4.3. Contractor shall provide to County the following reports by the 5th day of every month:
 - 4.3.1. Completed Preventive Maintenance Service Delivery Report for the previous months scheduled activities.
The Preventive Maintenance Service Delivery Report will be comprised of the Covered Equipment List with the addition of 12 columns, one column for each month of the contract year, showing the schedule for inspections and completed inspections for each month.
 - 4.3.2. An alarm summary report.
 - 4.3.3. All reports that are identified in the service offerings and schedule will be presented in the month that the reports are completed.
- 4.4. Contractor shall provide to County the following reports by the 5th day of the month following each six-month term:
 - 4.4.1. VAV Box Testing per Exhibit A-1.
 - 4.4.2. Network Performance Testing per Exhibit A-1.
 - 4.4.3. PID Loop Testing per Exhibit A-1.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

4.5. Bi-Weekly Meetings:

- 4.5.1. A Contractor's representative shall attend a bi-weekly meeting with Contract Administrator or designee to discuss status of Planned Service maintenance schedules, findings, operating concerns, and any other pertinent business activities.

5. Optional Services

5.1. The following services may be requested by County on an as-needed basis and shall be completed by Contractor upon County's initiation of the process for Optional Services described in Section 3.2 of the Agreement:

- 5.1.1. Repairs to systems deemed to be excluded from Planned Service.
- 5.1.2. Repairs to Building Automation Systems equipment at other County locations not listed within this scope.
- 5.1.3. Reprogramming of equipment control sequences or alarm parameters to meet current County operations.
- 5.1.4. Creating of custom system database reports.
- 5.1.5. Development and implementation of new system graphics.
- 5.1.6. Interfaces or data transfers to other support systems.
- 5.1.7. County requested upgrades, enhancements, equipment replacement or system expansion to meet the County's operational needs.

5.2. Certification Services:

- 5.2.1. From time to time, County may request assistance with various professional certifications. As an Optional Service, Contractor shall assist with software applications, applications for certification, documentation, monitoring and verification, or other requirements.
- 5.2.2. These certifications may include, but are not limited to, associations such as Energy Star, LEED, Green Buildings, AEE, ASHRAE, or others.

5.3. Enhancement engineering:

- 5.3.1. During normal activities, Contractor may uncover additional opportunities to save energy, improve performance, or avoid the likelihood of failure within a system or facility. Contractor shall communicate all such opportunities to Contract Administrator.
- 5.3.2. County may uncover areas for improvement during their day-to-day operations.
- 5.3.3. In addition to uncovering existing areas of improvement, technology advancements may yield opportunities for improvement. Contractor shall communicate all such opportunities to Contract Administrator.
- 5.3.4. Some examples of these opportunities, and related services, include chiller plant efficiency improvements, energy studies, optimized operation

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

of systems, equipment sequencing, program modifications, etc.

- 5.3.5. As an Optional Service authorized by County, Contractor shall implement such improvement(s) pursuant to the requirements of this Agreement.

54. Investigative Services:

- 5.4.1. From time to time, County may request, as an Optional Service, that Contractor determine and document improvements or modifications needed to correct a specific problem or issue that exists. Contractor shall provide such Optional Service upon request by County.

- 5.4.2. These problems may be uncovered during Contractor's normal activities or maybe discovered by County during its normal activities.

- 5.4.3. Some examples of these services include air quality analysis, equipment load calculations, generator/switch gear testing, test and balance of air and/or water systems, etc.

- 5.5. For any work contemplated under Optional Services, County reserves the right to have the Contractor's perform the work or to have the work performed by others, including County personnel.

6. Personnel

- 6.1. Contractor shall always maintain and have available a minimum of five (5) Certified Technicians, as defined below, to provide the Services required under this Agreement.

- 6.2. During the Term of this Agreement, Contractor shall provide: (i) a list of the names of the five (5) Certified Technicians, (ii) their respective resumes, and (iii) all relevant training certifications. Each Certified Technician listed shall always be available to provide the Services required under this Agreement.

- 6.3. A Certified Technician is one who meets all of the following criteria:

- 6.3.1. Complies with Broward County's security and badging requirements.

- 6.3.2. Is trained and certified by the respective manufacturer of the BAS.

- 6.3.3. Has at least five (5) years of maintenance/repair experience with the BAS the technician is certified on.

- 6.4. All Services shall be provided only by Certified Technicians utilizing only parts, materials, test equipment, tools, and techniques in conformity with the BAS manufacturers' published specifications and recommendations (or those substitutes approved in writing by the Contract Administrator.)

- 6.5. Contractor shall have trained personnel with relevant professional credentials in HVAC systems, energy management, and building automation optimization methodologies to be able to:

- 6.5.1. Provide custom sequencing/programming of system operability.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

- 6.5.2. Provide required reports, maintenance schedules and renewal forecasts.
- 6.5.3. Provide customized reports based on system collected data.
- 6.5.4. Identify building system performance trends and deviations from normal operations.
- 6.5.5. Prepare actionable recommendations to optimize HVAC system performance.
- 6.5.6. Prepare recommendations for operational adjustments.
- 6.5.7. Prepare risk analysis of emergency maintenance or failure.
- 6.5.8. Develop Energy Conservation Measures (ECMs).

7. Broward County's responsibilities

- 7.1. County agrees to comply with the following during the Term of this Agreement:
 - 7.1.1. Operate the Covered Equipment according to the manufacturer's recommendations.
 - 7.1.2. Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer.
 - 7.1.3. Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by Contractor, including adequate space, electrical power, air conditioning and humidity control.
 - 7.1.4. Notify Contractor any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment.
 - 7.1.5. Allow Contractor to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Contractor can perform the services required under this Agreement.
- 7.2. County agrees not to tamper with, alter, add to, disturb, remove, or otherwise interfere with an installed system of the covered equipment (including alarm, security, and fire detection), nor to permit the same to be done, without written notice to Contractor.
- 7.3. Changes to County equipment:
 - 7.3.1. County retains the right to make changes or alterations to its Covered Equipment.
- 7.4. Access:
 - 7.4.1. County shall give Contractor full access to all equipment that is either Covered Equipment or associated with it when Contractor requests such access.
 - 7.4.2. If access cannot be provided, Contractor's obligations to the affected Covered Equipment under this Agreement shall be suspended until such access to the equipment is provided.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

- 7.4.3. Matters affecting Contractor's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by County with respect to Covered Equipment or to County's facility.

8. Additional Requirements

- 8.1. To ensure system continuity, replacement parts and devices offered must be 100% Bacnet IP, or a County-approved equal, fully compatible with existing components and installed in accordance with the manufacturer's recommendations.
- 8.2. No BAS shall be taken offline or shut down without the prior written or verbal consent of the Contract Administrator, or designee, unless an emergency has been declared. Where applicable, each of the Contractor's personnel shall sign in and out of the facility.
- 8.3. County will cover costs to install IP connection and provide IP address.
- 8.4. Contractor shall be available for additional work over and above the scope of the Agreement.
- 8.5. Contractor shall not proceed with any additional work without a Notice to Proceed from the County and shall complete work as expeditiously as possible upon receiving approval from County.
- 8.6. Prior to the start of work on any assigned day, Contractor's service person must first report to County's Building Manager or Designee.
- 8.7. In the event Contractor's service person cannot be provided to County on the requested day, notification must be given to County's Building Manager. If the normally assigned service person is not available, a backup service person must be provided by Contractor.
- 8.8. The work site is to be always left in a clean and orderly condition by Contractor.

9. Warranty

- 9.1. Contractor shall, for a period of one-year following the date of beneficial use, make all necessary repairs and replacements to remedy defects, breaks, or failures of the work which have resulted from faulty or inadequate materials or workmanship.
- 9.2. Contractor shall also repair any damage to other improvements under, within or adjacent to the work, to the extent that such damage is caused by the activities of the Contractor in performing its duties and obligations under this Agreement when such damage occurs within the warranty period.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

10. Invoices/Billing Instructions

- 10.1. Payment will be made after services have been rendered, accepted, and properly invoiced by Contractor as described below.
- 10.2. Contractor shall not be paid for work completed but not authorized by County.
- 10.3. All of Contractor's invoices must be submitted to and received by the Broward County Accounting Division (accountspayable@broward.org) within thirty (30) calendar days of goods and/or services being provided.
- 10.4. For all Purchase Orders issued by FMD, Contractor must send a courtesy copy of the invoice to Facilities Management Division's Payable Section at fmdpayables@broward.org. Other Using Agencies may require a copy of invoice(s) to be sent to different locations.
- 10.5. Payments for completed services and/or accepted goods will be made monthly, upon receipt of a proper invoice and required supporting documentation from Contractor.
- 10.6. County's financial system requires that each invoice line cannot exceed the corresponding Purchase Order line item. A new Purchase Order will be issued for any additional charges and a separate invoice must be created and submitted for the additional purchase order.
- 10.7. Contractor's invoice(s) shall be legible and must include the following:
 - 10.7.1. Broward County Purchase Order Number.
 - 10.7.2. Broward County Contract Number and Title. Work Order/Request Number (if applicable).
 - 10.7.3. Project Coordinator's Name, Telephone Number, Signature and Requesting Agency (such as Facilities Management).
 - 10.7.4. Date(s) of Service.
 - 10.7.5. Detailed description and location of work performed.
 - 10.7.6. Number of hours worked labor/unit rates and extensions of each (totals).
 - 10.7.7. Names of the Contractor's technicians who completed the work.
 - 10.7.8. Contractor's Invoice Number. Invoice numbers should not be repeated or reused.
 - 10.7.9. Pass-thru allowance requirements to be itemized as detailed herein and in Special Instructions to Vendors. A copy of Contractor's invoice from its supplier for any parts/materials to be paid on "Pass Thru".
 - 10.7.10. Preventive Maintenance Checklist/Report when required of the Services provided.
 - 10.7.11. Monthly Utilization Report (MUR) when required by County.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

- 10.7.12. Reference to the Purchase Order for the appropriate contact person for questions regarding the services requested (either listed as the Requestor or listed in the description on the center of the page).

11. False Emergency Alarms During Construction and Maintenance Activities

- 11.1. False alarms, especially ones that can be prevented, are costly and disruptive to County. Moreover, false alarms contribute to a dangerous complacency in occupants, in some cases causing them to be slower to evacuate in an actual emergency. Contractor shall help prevent false alarms by taking the following measures prior to and during construction and maintenance activities.
- 11.2. Communication:
 - 11.2.1. Where feasible, Contractor shall discuss preventive measures at pre-construction and maintenance meetings with County staff.
 - 11.2.2. Contractor must disclose in writing to County staff if any of the Services will require any welding or flame/heat related type of equipment or if any such welding is planned by Contractor.
 - 11.2.3. Contractor must disclose in writing to County staff if any of the Services or other activities by Contractor will result in any type of dust, fumes, or odd smells on County property.
 - 11.2.4. Contractor must disclose in writing to County Staff if any of the Services will require any type of pressure cleaning on County property of if any such pressure cleaning is planned by Contractor.
 - 11.2.5. Contractor must stop a process if there is any uncertainty as to whether it will cause a fire alarm activation and shall call the Life Safety Shop at (954) 357-6369.
- 11.3. Temporary Impairment/Removal of Devices:
 - 11.3.1. If a dust, steam, fume, or heat producing activity cannot be avoided, Contractor shall assess the proximity of fire detection equipment in the area and confer with the Broward County Life Safety Shop at (954) 357-6369 to request that the system be put in test mode or to identify which devices could be removed, bagged, or otherwise disabled. Duct detectors and other devices may be hidden and can be identified through the Life Safety Section.
 - 11.3.2. Contractor SHALL NOT attempt to cover or bypass the detectors without County supervision and assistance.
- 11.4. Temporary Fire Partitions and Dust Barriers:
 - 11.4.1. Contractor must review project and/or maintenance specifications to establish the types of temporary fire partition and dust barrier measures are necessary for the specific job site.
 - 11.4.2. Barriers shall be erected, or cause to be erected, by Contractor and inspected by Contractor or County Staff prior to any demolition.

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

11.5. Fire Watch Requirements:

- 11.5.1. Contractor must contact the Broward County Life Safety Section at (954) 357- 6369 to determine if a fire watch will be required by the fire department while the fire alarm devices are impaired.
- 11.5.2. Contractor may serve as fire watch in some cases.

11.6. Project Related False Alarms:

- 11.6.1. If a project or maintenance has caused a false alarm, Contractor must review and document the incident and any measures taken to prevent reoccurrence.

11.7. Placing System in Service:

- 11.7.1. For new buildings or substantial improvements and renovations, the fire alarm system should not be placed in service by Contractor until the building is cleaned and painted or other dust producing activities completed (contractual “final clean”). Once the fire alarm system has been accepted by the fire department, all smoke detector covers should be removed by Contractor prior to placing the system in service as the act of removing the cover may trip the alarm.
- 11.7.2. If a false alarm incident occurs and is found to be the fault or negligence of Contractor or its agents, then Contractor may be held responsible for any fees or fines imposed by the jurisdiction having authority.

(The remainder of this page is intentionally left blank.)

Exhibit A – Scope of Services (Cont'd)

ADDENDUM NO. 1

DEFINITIONS:

1. **Call back** - Refers to a request which requires a check of covered equipment other than the regularly scheduled maintenance usually, during regular working hours.
2. **Covered Equipment** - The equipment for which services are to be provided under this Agreement. Covered Equipment is defined in EXHIBIT "A-1" to this Agreement.
3. **Emergency call back** - A request subject to a response time, to check a system other than regularly scheduled maintenance. Emergency call back service shall be requested by the Contract Administrator or designee. Contractor's response time shall be within thirty (30) minutes by phone and two (2) hours onsite unless other arrangements are made during phone response. This response time applies twenty-four (24) hours per day, seven (7) days per week.
4. **Equipment Failure** - The sudden and accidental failure of moving parts of mechanical, electric, or electronic components that are part of the Covered Equipment and that are necessary for its operation.
5. **Planned Service** - Regular or routinely scheduled periodic service and maintenance tasks at a fixed price, as specified in this agreement and relevant attachments and exhibits.
6. **Preventive Maintenance** - Planned maintenance inspections, tests, adjustments, cleaning, and similar activities carried out with the intention of preventing malfunctions from occurring during operation.
7. **Repair Labor** - Includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.
8. **Repair Materials** - Includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. All Repair Materials are covered by the warranty as described herein.
9. **Response Time** - The time interval between when a dispatch operator receives a phone call from County to the time a service technician arrives on-site. Also, the time interval between the receipt of a call by the dispatch operator and the return call to County by Contractor's representative.
10. **Scheduled Service Materials** - Consist of all materials required to perform Scheduled Service Visits on Covered Equipment.
11. **Scheduled Service Visit** - Includes performance of inspections and preventative maintenance on Covered Equipment, including but not limited to, service described in the Exhibits attached to this Agreement.
12. **Upgrades** - To improve the function/ability or to increase the value of the equipment or service.

Exhibit A – Scope of Services (Cont'd)

ACRONYMS:

AHU =	Air Handling Unit
ADX =	Extended Application and Data Server
BAS =	Building Automation System
BAS-LT =	Building Automation System Loop Tuning
BAS-NT =	Building Automation System Networking Testing
BAS-SW =	Building Automation System Software
BC-I =	Building Controller Inspection
BC-PM =	Building Controller Planned Maintenance
BCU =	Building Control Unit
BS-I =	Building System Inspection
BS-PM =	Building System Planned Maintenance
CFM =	Cubic Feet per Minute
CO2 =	Carbon Dioxide
DA =	Discharge Air
DCIV =	Digital Control I (Carrier)
DP =	Differential Pressure
DSC =	Differential Scanning Calorimetry
DTM =	Device Type Manager
EA-I =	Electrical Actuator Inspection
EA-PM =	Electrical Actuator Planned Maintenance
ES-I =	Electrical Sensor Inspection
ES-PM =	Electrical Sensor Planned Maintenance
FEC =	Field Equipment Controller (Application Specific Controller)
IAQ =	Indoor Air Quality
IOM =	Input/Output Module
IVULINK =	Carrier equipment
KW =	Kilowatt
LCI =	Local Control Interface
MA =	Mixing Air
MS/TP =	Master-Slave/Token Passing

Exhibit A – Scope of Services (Cont'd)

ACRONYMS (CONTINUED):

NAE =	Network Automation Engines; commonly known as Building Level Controller
NCE =	Network Control Engine
NCM =	Network Communication Module
NIE =	Network Integration Engine; commonly known as Building Level Integrator
OWS =	Operator Workstation Software
PC-I =	Workstation Inspection
PC-PM =	Workstation Planned Maintenance
PID =	Proportional Integral Derivative control
PM =	Planned Maintenance
PMI =	Person-Machine Interface
PNA-I =	Pneumatic Actuator Inspection
PNA-PM =	Pneumatic Actuator Planned Maintenance
PNC-I =	Compressor Inspection
PNC-PM =	Compressor Planned Maintenance
PNS-I =	Pneumatic Sensor Inspection
PNS-PM =	Pneumatic Sensor Planned Maintenance
RA =	Return Air
SA =	Supply Air
TEC =	Thermoelectric Cooler
UNT =	Unitary Controller
VAV =	Variable Air Volume
VAV-P =	VAV Testing
VPU =	Vision Processing Unit
ZN =	Zone

ADDENDUM NO. 1

**Exhibit A-1
Locations, Covered Equipment & Frequency of Service**

**Locations are listed alphabetically by Location ID.
Sites are listed numerically by FMD Property Identification Number.**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
County Wide	1	Network Performance Testing	BAS-NT	2	ALL
County Wide	1	VAV testing	VAV-P	2	ALL
County Wide	1	PID Loop Tuning	BAS-LT	2	ALL

**1001-0001 Government Center East
115 S Andrews Avenue, Fort Lauderdale, FL 33301
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
GCE	1	Metasys ADX Server and BAS software	BAS-SW	2	JCI
			PC-PM	1	
			PC-I	3	
GCE	1	NIE5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	2	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	1	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
GCE	15	DSC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	7	PXC (including expansions, communications cards, and modules)	BC-PM	1	JCI
			BC-1	3	
GCE	2	Field Processing Units	BS-PM	1	JCI
			BS-I	3	
GCE	15	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
GCE	15	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
GCE	476	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
GCE	1	Relative Humidity Sensors	ES-PM	1	JCI
			ES-1	3	
GCE	572	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
GCE	22	Pneumatic Equipment Panels	PNS-PM	1	JCI
			PNS-I	3	
GCE	40	Current Sensors	ES-PM	1	JCI
			ES-I	3	
GCE	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1002-0001 Government Center West
1 N University Drive, Plantation FL, 33324
BAS: I-VUE

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
GCW	1	DCIV 101ED-1 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Carrier
			BC-PM	1	
			BC-I	3	
GCW	2	IVULINK 100LK-2 (including expansion, communications cards, and modules)	BC-PM	1	Carrier
			BC-I	3	
GCW	16	AHU Controller	BS-PM	1	Carrier
			BS-I	3	
GCW	16	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Carrier
			PNA-I	3	
GCW	141	VAV Controller	BS-PM	1	Carrier
			BS-I	3	
GCW	16	Fan/Motor/Damper status	ES-PM	1	Carrier
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
GCW	141	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Carrier
			ES-1	3	
GCW	1	Air compressor	PNC-PM	1	Carrier
			PNC-I	3	

1013-0001 Broward County Logistics
1801 NW 64 Street, Fort Lauderdale, FL 33301
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
64 WHS	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
64 WHS	11	VAV Controller (VMA1620)	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Actuators	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Temperature Sensors	ES-PM	1	JCI
			ES-I	3	
64 WHS	10	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	

1017-0001 North Mass Transit – Building 1
3201 W Copans Road, Pompano Beach, FL 33069
BAS: I-WORX

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NMT B1	1	Innovex LCI-2 and BAS software	BAS-SW	2	I-Worx
			BC-PM	1	
			BC-I	3	
NMT B1	25	Smart Thermostat (iWorX DTM-4)	ES-PM	1	I-Worx
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NMT B1	25	VAV Controller	BS-PM	1	I-Worx
			BS-I	3	
NMT B1	2	AHU Controller (iWorX VPU-1)	BS-PM	1	I-Worx
			BS-I	3	

1017-0004 North Mass Transit – Building 4
3201 W Copans Road, Pompano Beach
BAS: Siemens

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NMT B4	4	PXC (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
NMT B4	1	Fan/Motor/Damper status	ES-PM	1	Siemens
			ES-I	3	
NMT B4	1	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Siemens
			ES-I	3	
NMT B4	3	Chill/Hot water loop DP sensor	PNS-PM	1	Siemens
			PNS-I	3	
NMT B4	5	Relative Humidity sensor	ES-PM	1	Siemens
			ES-I	3	
NMT B4	1	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Siemens
			PNA-I	3	
NMT B4	1	Liquid Flow meter	ES-PM	1	Siemens
			ES-I	3	

1022-0001 Extension Education Building
3245 College Avenue, Davie, FL 33314
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
EXT-EDU	1	PXC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
			BC-I	3	
EXT-EDU	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
EXT-EDU	3	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
EXT-EDU	5	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	

**1023-0001 Riverland Library
2710 Davie Boulevard Fort Lauderdale, FL 33312
BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
RL LIB	2	RDS120 Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1029-0001 South Regional Health Center
4105 Pembroke Road, Hollywood, FL33021
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SRHC	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SRHC	11	UNT Controller	BS-PM	1	JCI
			BS-I	3	
SRHC	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	
SRHC	23	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SRHC	23	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
SRHC	12	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
SRHC	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SRHC	10	Pneumatic Equipment Panel	PNS-PM	1	JCI
			PNS-I	3	
SRHC	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1031-0001 West Regional Courthouse
100 N. Pine Island Road, Plantation, FL 33351
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
WRCH	1	NIE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	1	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	1	NCM (including expansion, communications cards, and modules)	BC-1	3	JCI
			BC-1	3	
WRCH	1	NCM FIRE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	3	UNT Controller	BS-PM	1	JCI
			BS-I	3	
WRCH	3	DSC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	2	PXC / PXCМ (including expansion, communications cards, and modules)	ES-PM	1	JCI
			ES-I	3	
WRCH	84	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
			PC-I	3	
WRCH	74	VAV Controller	BS-PM	1	JCI
			BS-I	3	
WRCH	12	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
WRCH	17	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WRCH	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
WRCH	1	Field equipment panels	BS-PM	1	JCI
			BS-I	3	

1031-0003 Emergency Operations Center
201 NW 84 Avenue, Plantation, FL 33324
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
EOC	1	SNE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EOC	1	PXCM (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
EOC	2	UNT (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EOC	12	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
EOC	2	FEC (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
EOC	2	VAV Controllers	BS-PM	1	JCI
			BS-I	3	
EOC	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
EOC	3	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
EOC	2	TEC (including expansion, communications cards, and modules)	ES-PM	1	Siemens
			ES-I	3	
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
EOC	3	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

1031-0004 West Regional Library
8601 W. Broward Boulevard, Plantation FL, 33324
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
WR LIB	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WR LIB	7	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
WR LIB	92	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
WR LIB	7	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
WR LIB	13	CO2 sensor	ES-PM	1	JCI
			ES-I	3	
WR LIB	17	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
WR LIB	25	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WR LIB	10	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

1033-0001 Carver Ranches Library
4735 SW 18 Street, West Park, FL 33023
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CR LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
CR LIB	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CR LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
CR LIB	14	VAV Controller	BS-PM	1	JCI
			BS-I	3	
CR LIB	2	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
CR LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
CR LIB	1	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
CR LIB	16	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
CR LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

1034-0001 Imperial Point Brach Library
5985 N Federal Highway, Fort Lauderdale, FL 33308
BAS: Desigo

Location Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
IP LIB	5	Wireless T-stat	BC-PM	1	Desigo
			BC-I	3	

1035-0001 Lauderdale Lakes Library
3580 W Oakland Park Boulevard, Lauderhill, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
LL LIB	1	NAE (including expansion, communications, cards and modules)	BC-PM	1	JCI
			BC-I	3	
LL LIB	1	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
LL LIB	23	VAV Controller (VMA1620)	BS-PM	1	JCI
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
LL LIB	65	Temperature Sensor	ES-PM	1	JCI
			BS-I	3	
LL LIB	6	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
LL LIB	1	Flow meter	ES-PM	1	JCI
			ES-I	3	
LL LIB	1	KW meter	ES-PM	1	JCI
			ES-I	3	
LL LIB	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
LL LIB	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
LL LIB	4	CO2 sensor	ES-PM	1	JCI
			ES-I	3	
LL LIB	8	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

1036-0001 Stirling Road Library
3151 Stirling Road, Fort Lauderdale, FL 33312
BAS: FMC

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SI LIB	1	PXC (including expansion, communications cards, and modules)	BC-PM	1	FMC
			BC-1	3	
SI LIB	27	DXR VAV Controller	BS-PM	1	Desigo
			BS-I	3	
SI LIB	3	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	FMC
			ES-I	3	
SI LIB	1	Relative Humidity sensor	ES-PM	1	FMC
			ES-I	3	
SI LIB	1	CO2 sensor	ES-PM	1	FMC
			ES-I	3	
SI LIB	2	Fan/Motor/Damper status	ES-PM	1	FMC
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1039-0001 Edgar P. Mills Center
900 NW 31 Avenue, Fort Lauderdale, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
EP Mills	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EP Mills	1	NCE 5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EP Mills	13	Smart thermostats (Tec2601)	ES-PM	1	JCI
			ES-I	3	
EP Mills	7	FEC Controller	BS-PM	1	JCI
			BS-I	3	
EP Mills	110	VAV Controller	BS-PM	1	JCI
			BS-I	3	
EP Mills	166	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
EP Mills	24	Relative humidity sensor	ES-PM	1	JCI
			ES-I	3	
EP Mills	12	CO2 sensors	ES-PM	1	JCI
			ES-I	3	
EP Mills	32	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
EP Mills	18	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
EP Mills	44	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
EP Mills	1	Emon Demon	BS-PM	1	JCI
			BS-I	3	
EP Mills	1	Chill water loop DP sensor	ES-PM	1	JCI
			ES-I	3	
EP Mills	10	KW Meters	ES-PM	1	JCI
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1041-0001 South Regional Courthouse
3550 Hollywood Boulevard, Hollywood, FL 33021
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SRCH	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SRCH	18	PXC / PXXM (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
SRCH	21	UNT Controller	BS-PM	1	JCI
			BS-I	3	
SRCH	57	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SRCH	21	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
SRCH	20	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
SRCH	25	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
SRCH	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1047-0001 African American Research Library
2650 Sistrunk Boulevard, Fort Lauderdale, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
AF LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
AF LIB	9	AHU Controller	BS-PM	1	JCI
			BS-I	3	
AF LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
AF LIB	26	VAV Controller	BS-PM	1	JCI
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
AF LIB	30	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
AF LIB	4	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
AF LIB	57	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
AF LIB	5	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
AF LIB	1	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
AF LIB	27	Fan/Motor/Damper status	ES-PM	1	JCI

1049-0001 South Mass Transit
5440 Anglers Avenue, Fort Lauderdale, FL 33312
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SMT	2	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SMT	66	VAV Controller	BAS-LT	2	JCI
SMT	66	VAV Actuators	RTF		JCI
SMT	66	VAV Temperature Sensors	ES-PM	2	JCI
SMT	24	FEC Controller	BS-PM	1	JCI
			BS-I	3	
SMT	2	Water Flow Meter	ES-PM	1	JCI
			ES-I	3	
SMT	46	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
SMT	111	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SMT	12	CO2/CO sensors	ES-PM	1	JCI
			ES-1	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SMT	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
SMT	21	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-1	3	
SMT	2	Chill/Hot water loop DP sensor	PNS-PM	3	JCI
			ES-PM	1	
SMT	38	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
			BS-I	3	

1051-0001 Broward County Judicial Complex - West Building
201 SE 6 Street, Fort Lauderdale, FL 33301

BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC WB	2	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
BCJC WB	66	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC WB	66	NIE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC_I	1	
BCJC WB	66	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC WB	14	Ethernet Switches	BS-PM	1	JCI
			BS-I	3	
BCJC WB	19	MS/TP Repeaters	BS-PM	1	JCI
			BS-I	3	
BCJC WB	907	VAV Controller (VMA16200)	BAS-LT	2	JCI
BCJC WB	907	VAV Actuators	RTF		JCI
BCJC WB	907	VAV Temperature Sensors	ES-PM	2	JCI

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC WB	34	FEC Controller	BS-PM	1	JCI
			BS-I	3	
BCJC WB	16	Liquid Flow Meter	ES-PM	1	JCI
			ES-1	3	
BCJC WB	16	BTU Meter MS/TP	ES-PM	1	JCI
			ES-I	3	
BCJC WB	152	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
BCJC WB	988	Temperature sensor (SA, DA, ZN, RA, MA, Water) Not VAV RM)	ES-PM	1	JCI
			ES-I	3	
BCJC WB	172	CO2/CO Sensor	ES-PM	1	JCI
			ES-I	3	
BCJC WB	27	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
BCJC WB	253	Actuators (pneumatic, electric; damper, water, Not VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC WB	3	Chill/Hot water loop DP sensor	PNS-PM	1	JCI
			PNS-I	3	
BCJC WB	180	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
BCJC WB	128	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	
BCJC WB	5	Modbus Integration Cards	BS-PM	1	JCI

1051-0002 Broward County Judicial Complex - North Building
201 SE 6 Street, Fort Lauderdale, FL 33301
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC N	3	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
BCJC N	23	Pneumatic AHU control panel	PNS-PM	1	JCI
			PNS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC N	44	Pressure reducing station	PNS-PM	1	JCI
			PNS-I	3	
BCJC N	244	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC N	15	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC N	108	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC N	18	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC N	9	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
BCJC N	179	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
BCJC N	5	Water Flow Meter	ES-PM	1	JCI
			ES-1	3	
BCJC N	303	Thermostats (pneumatic)	ES-PM	1	JCI
			ES-I	3	
BCJC N	2	Air Compressor	PNC-PM	1	JCI
			PNC-I	3	

1051-0003 Broward County Judicial Complex - East Building
201 SE 6 Street, Fort Lauderdale, FL 33301
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC E	1	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
BCJC E	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC E	2	KW Meters	ES-PM	1	JCI
			ES-1	3	
BCJC E	7	Pneumatic AHU control panel	PNS-PM	1	JCI
			PNS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC E	6	Pressure reducing station	PNS-PM	1	JCI
			PNS-I	3	
BCJC E	46	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC E	6	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC E	33	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC E	6	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC E	6	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
BCJC E	46	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
			ES-1	3	
BCJC E	112	Thermostats (pneumatic)	ES-PM	1	JCI
			ES-I	3	
BCJC E	1	Air Compressor	PNC-PM	1	JCI
			PNC-I	3	

1051-0005 Broward County Judicial Complex - Midrise Building
540 SE 3 Avenue, Fort Lauderdale, FL 33301
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC MB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC MB	1	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC MB	65	Temperature sensor (SA, DA, ZN, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC MB	9	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC MB	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BCJC MB	4	UNT Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	1	DX9100 Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	58	VAV Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	5	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
BCJC MB	4	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
BCJC MB	4	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
BCJC MB	1	Air compressor	PNC-M	1	JCI
			PNC-I	3	

**1051-0007 Broward County South Parking Garage
612 South Andrews Ave., Fort Lauderdale, FL 33301
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BC SPG	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BC SPG	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	
BC SPG	16	VAV Controller	BS-PM	1	JCI
			PS-I	3	
BC SPG	18	AHU Air Sensors (Static Pressure, CFM, Filter)	PNS-PM	1	JCI
			PNS-I	3	
BC SPG	22	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-1	3	
BC SPG	20	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-1	3	
BC SPG	35	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BC SPG	1	Relative Humidity Sensor	ES-PM	1	JCI
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1055-0001 Miramar Library
2050 Civic Center Place, Miramar, FL 33025
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
MI LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
MI LIB	5	FEC Controller	BS-PM	1	JCI
			BS-I	3	
MI LIB	1	IOM Controller	BS-PM	1	JCI
			BS-I	3	
MI LIB	69	VAV Controller	BS-PM	1	JCI
			BS-I	3	
MI LIB	151	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
MI LIB	7	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
MI LIB	8	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
MI LIB	13	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
MI LIB	10	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
MI LIB	8	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

1056-0001 Public Safety Complex - Cochran Building
2601 W Broward Boulevard, Fort Lauderdale FL 33301
BAS: ~~JCI~~-SIEMENS

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
<u>PSC CB</u>	<u>11</u>	<u>PXC (including expansion, communications cards, and modules)</u>	<u>BC-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>BC-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>4</u>	<u>Chill water flow meters</u>	<u>ES-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>ES-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>9</u>	<u>Field equipment panels</u>	<u>BS-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>BS-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>110</u>	<u>Actuators (pneumatic, electric; damper, water, VAV)</u>	<u>PNA-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNA-I</u>	<u>3</u>	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
<u>PSC CB</u>	<u>69</u>	<u>Fan/Motor/Damper status</u>	<u>ES-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>ES-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>37</u>	<u>AHU Air Sensors (Static Pressure, CFM, filter)</u>	<u>PNS-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNS-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>9</u>	<u>Air pressure reducing valves</u>	<u>PNS-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNS-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>270</u>	<u>Room thermostats</u>	<u>PNS-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNS-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>65</u>	<u>Temperature sensor (SA, DA, ZN, RA, MA, Water)</u>	<u>ES-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>ES-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>6</u>	<u>Chiller isolation valves</u>	<u>PNA-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNA-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>4</u>	<u>S-500 Digital Controller</u>	<u>BS-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>BS-I</u>	<u>3</u>	
<u>PSC CB</u>	<u>1</u>	<u>Air Compressor</u>	<u>PNC-PM</u>	<u>1</u>	<u>SIEMENS</u>
			<u>PNC-I</u>	<u>3</u>	

1056-0003 BC Public Safety Complex - District Five
2601 W Broward Boulevard, Fort Lauderdale, FL 33312
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
PSC D5	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
PSC D5	8	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
PSC D5	5	CO2 sensors	ES-PM	1	JCI
			ES-1	3	
PSC D5	52	Smart Thermostats (TEC)	ES-PM	1	JCI
			ES-I	3	
PSC D5	5	FEC Controller	BS-PM	1	JCI
			BS-I	3	
PSC D5	57	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
PSC D5	15	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1059-0001 North Lauderdale Library
6901 Kimberly Boulevard, North Lauderdale, FL 33068
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NL LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NL LIB	1	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
NL LIB	21	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NL LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NL LIB	1	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NL LIB	24	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	CO2 Sensor	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	

1061-0001 North Regional Courthouse
1600 W Hillsboro Boulevard, Deerfield Beach, FL 33442
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NRCH	6	PXC / PXCM (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
NRCH	1	NIE 5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NRCH	2	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
			BC-I	3	
NRCH	2	VAV Controller	BS-PM	1	JCI
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NRCH	1	Water chill flow meter	ES-PM	1	JCI
			ES-1	3	
NRCH	19	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NRCH	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NRCH	3	KW METERS	ES-PM	1	JCI
			ES-1	3	
NRCH	11	Pneumatic Equipment Panels	PNS-PM	1	JCI
			PNS-I	3	
NRCH	10	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
NRCH	5	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NRCH	8	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NRCH	6	Pneumatic Pressure reducing stations	PNS-PM	1	JCI
			PNS-I	3	
NRCH	120	Room Thermostats	PNS-PM	1	JCI
			PNS-I	3	
NRCH	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1063-0001 Tamarac Library
8701 W Commercial Boulevard, Tamarac, FL 33351
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
TA LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
TA LIB	2	UNT Controller	BS-PM	1	JCI
			BS-I	3	
TA LIB	26	VAV Controller	BS-PM	1	JCI
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
TA LIB	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
TA LIB	4	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
TA LIB	2	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
TA LIB	31	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
TA LIB	2	CO2 sensors	ES-PM	1	JCI
			ES-1	3	
TA LIB	8	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

1064-0001 Fire Station 17
2308A SW 42 Street, Fort Lauderdale, FL 33312
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
FS 17	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
FS 17	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
FS 17	13	VAV Controller	BS-PM	1	JCI
			BS-I	3	
FS 17	15	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
FS 17	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
FS 17	1	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1069-0001 Tyrone Bryant Library
2230 NW 21 Avenue, Fort Lauderdale, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BR LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BR LIB	13	VAV Controller	BS-PM	1	JCI
			BS-I	3	
BR LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
BR LIB	16	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BR LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BR LIB	1	CO2 Sensor	ES-PM	1	JCI
			ES-1	3	

1073-0001 Hollywood Library
2600 Hollywood Boulevard, Hollywood, FL 33020
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
HO LIB	1	NAE ((including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
HO LIB	6	UNT Controller	BS-PM	1	JCI
			BS-I	3	
HO LIB	27	VAV Controller	BS-PM	1	JCI
			BS-I	3	
HO LIB	9	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
HO LIB	5	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
HO LIB	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
HO LIB	49	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
HO LIB	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
HO LIB	2	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

1074-0001 Weston Library
4205 Bonaventure Boulevard, Weston, FL 33332
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
WE LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WE LIB	4	UNT Controller	BS-PM	1	JCI
			BS-I	3	
WE LIB	48	VAV Controller	BS-PM	1	JCI
			BS-I	3	
WE LIB	3	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
WE LIB	3	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WE LIB	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
WE LIB	90	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
WE LIB	8	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

1075-0001 Dania Beach Library
1 Park Avenue East, Dania Beach, FL 33004
BAS: Talon

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
DA LIB	1	Distech EC-BOS-2 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Talon
			BC-PM	1	
			BC-I	3	
DA LIB	1	Reliable MACH-Proslys	BS-PM	1	Talon
			BS-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
DA LIB	7	VAV Controller	BS-PM	1	Talon
			BS-I	3	
DA LIB	7	Smart thermostat	ES-PM	1	Talon
			ES-1	3	
DA LIB	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	Talon
			EA-I	3	
DA LIB	3	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	Building DP sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	CO2 sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	Relative Humidity Sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	2	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Talon
			ES-1	3	

**1079-0001 Medical Examiner
5301 SW 31 Avenue, Fort Lauderdale, FL 33312
BAS: Trane**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
ME	1	Trane Tracer OWS and BAS software	BAS-SW	2	Trane
			PC-PM	1	
			PC-I	3	
ME	1	BCU (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
ME	7	MP580	BS-PM	1	Trane
			BS-I	3	
ME	2	GLD	BS-PM	1	Trane
			BS-I	3	
ME	16	Temperature Sensor	ES-PM	1	Trane
			ES-I	3	
ME	1	Relative Humidity sensor	ES-PM	1	Trane
			ES-I	3	
ME	1	Power Meter	ES-PM	1	Trane
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1087-0001 Northwest Regional Library
3151 University Drive, Coral Springs, FL 33065
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NO LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NO LIB	5	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NO LIB	47	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NO LIB	8	UNT Controller	BS-PM	1	JCI
			BS-I	3	
NO LIB	31	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NO LIB	10	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
NO LIB	19	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NO LIB	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

1088-0001 Traffic Engineering
2300 W Commercial Boulevard, Fort Lauderdale, FL 33309
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
TE	1	Metasys OWS	PC-PM	1	JCI
			PC-I	3	
TE	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
TE	42	VAV Controller	BS-PM	1	JCI
			BS-I	3	
TE	3	UNT Controller	BS-PM	1	JCI
			BS-I	3	
TE	2	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
TE	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
TE	2	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
TE	2	Trane chiller integration card	ES-PM	1	JCI
			ES-I	3	
TE	48	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
TE	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

1096-0001 Northwest Library
1580 NW 3 Avenue, Pompano Beach, FL 33060
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NW LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NW LIB	2	UNT Controller	BS-PM	1	JCI
			BS-I	3	
NW LIB	9	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NW LIB	3	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
NW LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NW LIB	1	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NW LIB	14	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NW LIB	3	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NW LIB	5	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1097-0001 Fleet Service 3
1600 Blount Road, Pompano Beach, FL 33060
BAS: Siemens

Location Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
FLS 3	27	RDS120 Wireless T-stat.	BC-PW	1	Siemens
			BC-I	3	

1099-0001 Florida Department of Health
2421 SW 6 Avenue, Fort Lauderdale, FL33301
BAS: Carrier

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
84 HEALTH	1	Carrier OWS and BAS software	BAS-SW	2	Carrier
			PC-PM	1	
			PC-I	3	
84 HEALTH	7	Carrier 6400 (including expansion, communications cards, and modules)	BC-PM	1	Carrier
			BC-I	3	
84 HEALTH	30	VAV Controller	BS-PM	1	Carrier

1101-0001 Northwest Family Success Center
10077 NW 29 Street, Coral Springs, FL 33065
BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
NWFSC	4	Wireless T-stat	BC-PM	1	Desigo

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1102-0001 Fire Station 32
3400 SW 4 Avenue, Fort Lauderdale, FL 33315
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
FS 32	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
FS 32	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
FS 32	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
FS 32	14	VAV Controller	BS-PM	1	JCI
			BS-I	3	
FS 32	16	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	

1105-0001 Fleet Service 2
2515 SW 4 Avenue, Fort Lauderdale, FL 33315
BAS: Siemens

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
FLS 2	27	RDS120 Wireless T-stat.	BC-PM	1	Siemens
			BC-I	3	

1107-0001 Collier City Library
2800 NW 9 Court, Pompano Beach, FL 33069
BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CC LIB	6	RDS120 Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

**1119-0001 Broward Addiction and Recovery Center – Central
325 SW 28 Street, Fort Lauderdale, FL 33315**

BAS: Trane

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
BARC	1	Tracer SC (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	2	UC 400 (including expansion, communications cards, and modules)	BS-PM	1	Trane
			BC-I	3	
BARC	7	UC 600 (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	107	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Trane
			ES-I	3	
BARC	6	XM 70 Expansion Modules	BS-PM	1	Trane
			BS-I	3	
BARC	30	IAQ Co2 sensors	ES-PM	1	Trane
			ES-I	3	
BARC	2	TEC (including expansion, communications cards, and modules)	BS-PM	1	Trane
			ES-I	3	
			ES-1	3	

**1801-0001 CB Smith Park – Administration
900 N Flamingo Road, Pembroke Pines, FL 33028**

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CBS Park	2	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1811-0001 Samuel Delevoe Park – Community Center
2520 NW 6 Street, Fort Lauderdale, FL 33311**

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
SD Park	3	Wireless T-stat	BC-PM	1	Desigo
			BC-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

1822-0001 Franklin Park – Community Center
2501 Franklin Drive, Fort Lauderdale, FL 33311

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
FR Park	1	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

1833-0001 Roosevelt Garden Park – Community Center
2841 NW 11 Street, Fort Lauderdale, FL 33311

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
RG Park	3	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

1840-0004 Markham Park – Range Building
16001 W State Road 84, Sunrise, FL 33326

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
MH Park	7	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

1842-0002 Central Broward Regional Park
3700 NW 11 Place, Lauderhill, FL 33311

BAS: I-VUE

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CBRP	1	DCIV 101ED-1 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Carrier
			BC-PM	1	
			BC-I	3	
CBRP	4	AHU Controller (125UX)	BS-PM	1	Carrier
			BS-I	3	
CBRP	15	VAV Controller (40CZ-3)	BS-PM	1	Carrier
			BS-I	3	
CBRP	37	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Carrier
			ES-I	3	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	Equipment Manufacturer
CBRP	4	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	Carrier
			PNS-I	3	
CBRP	38	Fan/Motor/Damper status	ES-PM	1	Carrier
			ES-I	3	
CBRP	19	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Carrier
			PNA-I	3	

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Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
PC-PM	1	Report in with appropriate Broward County personnel
	2	Review BAS software for CRITICAL, FOLLOW-UP and OFF-LINE status indications.
	3	Review BAS software for OVERRIDE, DISABLED and LOCKOUT status indications
	4	Review System Event Log with customer; discuss BAS operational concerns.
	5	Perform or schedule "Corrective Maintenance" procedures as appropriate to resolve situations noted in the preceding Reviews
	6	Install appropriate Software refinement and problem correction revisions ("Minor Rev's"), as they become available.
	7	Check monitor for clarity, focus and color
	8	Perform Software Diagnostic Test
	9	Cycle power; listen for unusual motor/bearing noise.
	10	Verify proper system restart; check system date, time, and hardware status.
	11	Clean exterior surfaces.
	12	Save/Copy Workstation Data Base, including custom graphics and resident Archive Data Bases, as indicated in the contract.
PC-I	1	Report in with appropriate Broward County personnel
	2	Check monitor for clarity, focus and color
	3	Clean Read/Write heads of removable disk drive(s).
	4	Cycle power; listen for unusual motor/bearing noise.
	5	Verify proper system restart; check system date, time, and hardware status.

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
PC-I	6	Clean exterior surfaces.
RTF	1	Run to Fail
BC-PM	1	Visually inspect cabinet and observe operation
	2	Check diagnostic LED's.
	3	Note any AC or DC faults.
	4	Reset circuit breakers if needed.
	5	Inspect and reseal boards, modules, and termination blocks.
	6	Verify layout sheet matches actual cabinet configuration.
	7	Check for low battery. Replace is needed.
	8	Note any AC or DC faults.
	9	Clean and vacuum cabinet
	10	Note any disabled points in service ticket.
	11	Note any points in alarm in service ticket.
	12	Note unresolved/failed points in service ticket.
	13	Note any points in operator/override/hand.
	14	Correct unresolved/failed points, panel programming and alarm report problems.
	15	Review with customer before attempting to change/correct.
	16	Verify operation of programming.
	17	Run cabinet memory report. Note any issues in service ticket.
	18	Verify proper LAN communications.
	19	Modify software and point database as required.
	20	Run System Integrity Test
	21	Eliminate duplicate points and redundant loops
	22	Check for causes of unnecessary trunk traffic.

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
BC-PM	23	Back up any changes made. Provide back up to owner.
	24	Document / review changes and reports with the customer.
	25	Perform analysis of the control strategies and recommends for improved system performance.
	26	Software update/upgrade – when opportunities for improvement are identified, suggest options which provide additional system benefits. These updates/upgrade will be provided as part of the contract.
BS-PM		
	1	Check operation of interface modules
	2	Note unresolved points
	3	Correct unresolved/failed points, panel programming and alarms problems.
	4	Check diagnostic lights/LEDs for anomalies
	5	Note any AC or DC faults. Note any issues in service ticket
	6	Reset circuit breakers if needed
	7	Inspect and reseal boards, modules, and termination blocks
	8	Verify HOA's switch (s) not overridden at point term modules
	9	Run System Integrity Test
	10	Verify layout sheet matches actual cabinet configuration
	11	Note revision date
	12	Verify that point module labels match actual point configuration.
	13	Check for low battery
	14	Check all electrical wiring and tighten loose connections
	15	Check all wires for fraying and re-terminate if required
	16	Ensure communication shield is not creating a ground loop
	17	Delete points that are not being used
	18	Ensure the hardware log is in the cabinet and current
	19	Back up any changes. Provide back up to owner.
	20	Clean and vacuum cabinet

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
PNS-PM	1	Visually inspect for dirt, lint, leaks, or damage. Remedy as needed
	2	Verify reading at sensor and compare to system/gage reading. Correct s needed
	3	Repair or replace as needed. Note details in service ticket. Correct s needed
	4	Calibrate, as necessary.
PNA-PM	1	Visually inspect for dirt, lint, leaks, or damage. Remedy as needed
	2	Verify set point(s) is in control range of controlled medium. Correct as needed
	3	Successful Contractor communication to building controller. Correct as needed
	4	Check operator stroke through entire range. Correct as needed
	5	Visually inspect for leaks at diaphragm and/or stem. Correct as needed
	6	Visually inspect linkage for bending, binding, or slipping. Correct as needed
ES-PM	1	Visually inspect for dirt, lint, or damage. Remedy as needed
	2	Successful Contractor communication to building controller. Correct as needed
	3	Verify reading at sensor and compare to system/gage reading. Correct as needed
	4	Calibrate as necessary
EA-PM	1	Visually inspect for dirt, lint, or damage. Remedy as needed
	2	Verify set point(s) is in control range of controlled medium. Correct as needed
	3	Successful Contractor communication to building controller. Correct as needed
	4	Check operator stroke through entire range. Correct as needed

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
EA-PM	5	Visually inspect for leaks at diaphragm and/or stem. Correct as needed
	6	Visually inspect linkage for bending, binding, or slipping. Correct as needed
BAS-SW	1	Schedule install of software update in advance with customer
	2	Ensure PC has adequate memory to accept update
	3	Recommend min PC requirements if customer supplied PC
	4	Back up BAS software
	5	Back up graphics database
	6	Back up all BAS device controller/field panel databases
	7	Provide software update by following outlined procedures
	8	Troubleshoot as required
	9	Review new features, functions, and documentation with client
	10	Train County personnel on new features and value of updates
	11	Review software release notes with County personnel and leave on site
BAS-NT	1	Run the network cabinet display report
	2	Verify all nodes are communicating on the network and can recognize each other
	3	Run point list and device programming report. Verify proper operation of programming.
	4	Run a report of all disabled or failed points. Correct as required
	5	Run a report of all points in alarm. Provide copy to Contract Administrator and plan of action to reduce alarms.
	6	Run a report of all points in hand/override. Provide copy to Contract Administrator
	7	Review with County personnel before attempting to change/correct

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
BAS-NT	8	Run the trend report. Note any problems. Provide copy to contract administrator
	9	Check all hardware with the network running. Correct and report all issues.
	10	Verify points needed to be commanded / enabled for change of values
	11	Verify findings are within network specs
	12	Perform Network Performance Test Discuss finding with Contract Administrator or designee.
BC-I	1	Visually inspect cabinet and observe operation
	2	Check diagnostic LED's
	3	Note any ac or dc faults
	4	Inspect and reseal boards, modules, and termination blocks
	5	Verify HOA switch(s) not overridden at point terminal modules
	6	Review with County personnel before attempting to change/correct
	7	Check if low battery LED is on
	8	Check date of last battery replacement
	9	Replace battery if expiration date has been met or exceeded
	10	Record replacement date
	11	Check all electrical wiring and tighten loose connections
	12	Ensure communication shield is not creating a ground loop
	13	Delete points in monitor that are not being used
	14	Clean as necessary
BS-I	1	Check all electrical wiring and tighten loose connections
	2	Check diagnostic LED's
	3	Observe periodic blinking if LEDs are installed
	4	Verify accuracy of Property label for the panel.

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
PNS-I	1	Check all electrical wiring and tighten loose connections
	2	Visually inspect for dirt, lint, or damage. Remedy as needed
	3	Successful Contractor communication to building controller. Correct as needed
PNA-I	1	Check operator stroke through entire range
	2	Visually inspect for leaks at diaphragm and/or stem
	3	Inform County personnel of needed repairs or operational adjustments
ES-I	1	Successful Contractor relative accuracy through system reports
	2	Calibrate system reading as necessary
	3	Clean device
EA-I	1	Check operator stroke through entire range
	2	Visually inspect for binding at linkage and/or stem
	3	Clean device
VAV-P	1	Verify local reading at temperature sensor that VAV is at set point
	2	Verify VAV damper modulates
	3	Command VAV to minimum position. Verify damper is at minimum position. Flow decreases
	4	Command VAV to maximum position. Verify damper is at maximum position. Flow increases
BAS-LT	1	Run pre-loop tuning reports as appropriate
	2	Identify loops experiencing hunting or excessive change of values
	3	Identify control point variances

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule			
PM Task Abbreviation	Task Order	Task Description	
BAS-LT	4	Change the proportional, integral, derivative (PID) variables of the control loop to achieve the most effective system response	
	5	Ensure system does not overshoot and hunt back and forth excessively in trying to reach the desired target.	
	6	Review client site logbook with County personnel	
	7	Review history reports for improper system operation	
	8	Obtain permission to perform a bump test of control loop	
	9	Run loop tuning application per field panel user's manual	
	10	Review reports and loop tuning results with the County personnel	
	11	Ensure understanding of value / benefits of control loop	
PNC-PM	1	Visually inspect. Note general condition and operation	
	2	Record compressor run time	
	3	Drain the tank/bowl. Check auto drain if applicable	
	4	Check operation of unloader	
	5	Megohm and record (annual)	
	6	Measure motor current and voltage	
	7	Check starter / alternator wiring, contacts, and operation	
	8	Dryer - Check for lint and dust on evaporator coil	
	9	Dryer - Visually inspect. Note general condition and operation	
	10	Dryer - Visually inspect for oil leaks on air and refrigerant side	
	11	Dryer - Inform County personnel of needed repairs or operational adjustments	
PNC-I	1	Visually inspect. Note general condition and operation	
	2	Drain the tank/bowl. Check auto drain if applicable	
	3	Dryer - Check for lint and dust on evaporator coil	
	4	Dryer - Visually inspect. Note general condition and operation	
	5	Visually inspect. Note general condition and operation	

Exhibit A-1 – Locations, Covered Equipment & Frequency of Service (Cont'd)

Service Checklist and Schedule		
PM Task Abbreviation	Task Order	Task Description
PNC-I	6	Dryer - Visually inspect for oil leaks on air and refrigerant side

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EXHIBIT B
BUILDING AUTOMATION SYSTEMS SERVICES
PRICE SHEET

Property	U/M	Year 1	Year 2	Year 3	3-Year Total
(1000-0000) County Wide	Yr.				\$0.00
(1001-0001) Government Center East	Yr.				\$0.00
(1002-0001) Government Center West	Yr.				\$0.00
(1013-0001) Broward Logistics Center (64th St. Warehouse)	Yr.				\$0.00
(1017-0001) North Mass Transit Bldg. 1	Yr.				\$0.00
(1017-0004) North Mass Transit Bldg. 4	Yr.				\$0.00
(1022-0001) Extension Education Building	Yr.				\$0.00
(1023-0001) Riverland Library	Yr.				\$0.00
(1029-0001) South Regional Health Center	Yr.				\$0.00
(1031-0001) West Regional Courthouse	Yr.				\$0.00
(1031-0003) Emergency Operations Center	Yr.				\$0.00
(1031-0004) West Regional Library	Yr.				\$0.00
(1033-0001) Carver Ranches Library	Yr.				\$0.00
(1034-0001) Imperial Point Library	Yr.				\$0.00
(1035-0001) Lauderdale Lakes Library	Yr.				\$0.00
(1036-0001) Stirling Road Library	Yr.				\$0.00
(1039-0001) Edgar P. Mills Center	Yr.				\$0.00
(1041-0001) South Regional Courthouse	Yr.				\$0.00
(1047-0001) African American Library	Yr.				\$0.00
(1049-0001) South Mass Transit	Yr.				\$0.00
(1051-0001) BCJC West Tower	Yr.				\$0.00
(1051-0002) BCJC North Building	Yr.				\$0.00
(1051-0003) BCJC East Building	Yr.				\$0.00
(1051-0007) South Parking Garage	Yr.				\$0.00
(1051-0005) Midrise Building	Yr.				\$0.00
(1055-0001) Miramar Library	Yr.				\$0.00
(1056-0001) Public Safety Complex - Cochran Building	Yr.				\$0.00
(1056-0003) Public Safety Complex - District 5	Yr.				\$0.00
(1059-0001) North Lauderdale Library	Yr.				\$0.00
(1061-0001) North Regional Courthouse	Yr.				\$0.00
(1063-0001) Tamarac Library	Yr.				\$0.00
(1064-0001) Fire Station 17	Yr.				\$0.00
(1069-0001) Tyrone Bryant Library	Yr.				\$0.00
(1073-0001) Hollywood Library	Yr.				\$0.00
(1074-0001) Weston Library	Yr.				\$0.00
(1075-0001) Dania Beach Library	Yr.				\$0.00
(1079-0001) Medical Examiner	Yr.				\$0.00
(1087-0001) Northwest Regional Library	Yr.				\$0.00
(1088-0001) Traffic Engineering	Yr.				\$0.00
(1096-0001) Northwest Library	Yr.				\$0.00
(1097-0001) Fleet Service 3	Yr.				\$0.00
(1099-0001) Florida Department of Health	Yr.				\$0.00
(1101-0001) Northwest Family Success Center	Yr.				\$0.00
(1102-0001) Fire Station 32	Yr.				\$0.00
(1105-0001) Fleet Service 2	Yr.				\$0.00
(1107-0001) Collier City Library	Yr.				\$0.00
(1119-0001) Broward Addiction and Recovery Center - Central	Yr.				\$0.00
(1801-0001) CB Smith Park - Administration	Yr.				\$0.00
(1811-0001) Samuel Delevoe Park - Community Center	Yr.				\$0.00
(1822-0001) Franklin Park - Community Center	Yr.				\$0.00
(1833-0001) Roosevelt Garden Park - Community Center	Yr.				\$0.00
(1840-0004) Markham Park - Range Building	Yr.				\$0.00
(1842-0002) Central Regional Park - Field House	Yr.				\$0.00
GRAND TOTAL		\$0.00	\$0.00	\$0.00	\$0.00

INSTRUCTIONS:

Base pricing on the criteria given below:

Price Sheet should reflect the aggregate of the services as defined in Exhibit "A"- Scope of Services, and Exhibit "A-1" for each location and for each year.

This Excel price spreadsheet must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit pricing for all locations and for each year may deem vendor non-responsive. Pricing must be provided for each location for all three (3) years.

Score for pricing will be based on the Proposer's initial three-(3) year total term contract amount entered as the 3-Yr. Grand Total amount on the Price Sheet. Failure to submit the Price Sheet with Proposer's submittal will deem the Proposer non-responsive.

Errors in mathematical calculations (totals) may be corrected by the Purchasing Division.

Year = 12 Month Period

NAME OF FIRM _____

SIGNATURE _____

DATE _____

BUILDING AUTOMATION SYSTEMS SERVICES – COUNTY FACILITIES

EXHIBIT B-1

**MAXIMUM HOURLY LABOR RATES
(Informational Purposes Only)**

The labor rates specified below may be used as a basis of negotiations for tasks associated with this solicitation. If not provided with submittal, the Proposer must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Proposer's evaluation.

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6.

NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price.

Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour
Title/Role <input type="text"/>	\$ <input type="text"/> /hour

Vendor Name

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation. As provided in Section 21.40(a) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. In accordance with Section 21.40(a) of the Broward County Procurement Code, for solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the due date and time specified in the solicitation. Failure to timely submit may result in Vendor being deemed non-responsive by the Director of Purchasing. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to Special Instructions to Vendors, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

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

2. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code. In accordance with Section 21.40(b) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor who is determined to be responsible to provide the goods or services requested by the solicitation. If a response to a solicitation is submitted by a joint venture, the joint venture will not be eligible to receive an award unless each member of the joint venture is determined to be responsible. A determination of responsibility shall be made only as to those vendors whose submissions have been determined to be responsive.

With respect to RFPs, RLIs, and RFQs, the Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible.

Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. Litigation History

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

- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. Financial Information

- a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information submitted with the solicitation response.
- c. It is the Vendor's sole responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the Vendor Questionnaire, Question No. 10.

- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the Affiliated Entities of the Principal(s) Certification Form.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. Insurance Requirements

The Insurance Requirement Form reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can provide the insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be completed and submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County’s written request. Failure to timely submit may affect Vendor’s evaluation.

1. Vendor Questionnaire and Standard Certifications

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

- a. Cone of Silence Requirement Certification
- b. Drug-Free Workplace Certification
- c. Non-Collusion Certification
- d. Public Entities Crimes Certification
- e. Scrutinized Companies List Certification

2. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

- 1. The acceptance of or any exceptions taken to the terms and conditions of the County’s Agreement shall be considered a part of a Vendor’s solicitation response and will be considered by the Evaluation Committee.

2. The applicable Agreement terms and conditions for this solicitation are indicated in the Special Instructions to Vendors.
3. Vendors are required to review the applicable terms and conditions and submit the Agreement Exception Form. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Price}} \times \text{(Maximum Number of Points for Price)} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Evaluation Committee will create a short list of the most qualified firms.
 - b. The Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

Refer to Special Instructions to Vendors. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description

of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

G. Presentations

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Evaluation Committee appointment and for County Commissioners and Commission staff upon the first meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter

119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.

2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, three copies (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" with the solicitation number, title, date and the time of solicitation opening to:
Broward County Purchasing Division 115
South Andrews Avenue, Room 212Fort
Lauderdale, FL 33301
4. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
5. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable; and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification (Requirement and Tiebreaker);
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

An Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

S. Vendor Protest

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division’s website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division’s website.
3. Calculation of Days. Unless otherwise expressly stated, all references to “days” mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to “business days” mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.

Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County’s estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier’s check, payable to “Broward County,” or other manner of payment approved by the Director of Purchasing.

T. RIGHT TO APPEAL

The protestor may appeal the Director of Purchasing’s denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

U. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

V. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, negotiations resulting from Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division 115
South Andrews Avenue, Room 212Fort
Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised May 1, 2021

SPECIAL INSTRUCTIONS TO VENDORS

Building Automation Systems Services - County Facilities

Proposers are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a proposer's submittal being rejected. Proposers should organize their proposal in the same order as the **Evaluation Criteria Response Form**.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:

1. **Bond Requirement:** Not applicable to this solicitation.

2. Price Sheet(s):

- 2.1. Proposers **must** submit their completed **Price Sheet** electronically through Periscope S2G by the date and time specified in the solicitation. Failure to complete and electronically submit the **Price Sheet** shall determine the Proposer to be **non-responsive** to the solicitation pricing requirements. Proposers **must** download this fillable form from Periscope S2G, complete, and upload to Periscope S2G.
- 2.2. The **Price Sheet** must reflect the aggregate of the services as defined in Exhibit "A"- Scope of Services, and Exhibit "A-1" for each location and for each year. Points awarded for price will be based on the aggregate total of all locations for the initial three (3) year term. Proposers **must** follow the instructions included within the **Price Sheet**.
- 2.3. Proposers are informed that their proposed pricing within the **Price Sheet** will be used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing. Scoring for price is set forth in the **Evaluation Criteria Response Form**.
- 2.4. **Price Sheet Instructions:** For submitting the Price Sheet, the price proposal **must** be completed in the following manner:
 - a) No Unit Price field shall be left blank.
 - b) If Proposer's intent is to perform services or commodities at no cost to the County, then \$0.00 (zero) dollars must be entered as the Unit Price.
 - c) Proposer's proposed price should not be bundled or included in another line item unless specifically directed to do so.
 - d) No changes to the Price Sheet or inclusion of additional items will be accepted. No condition, caveat, or exception on price(s) shall be submitted.
 - e) No tier pricing shall be submitted.
 - f) Non-adherence to the above may be cause for the County to deem your submittal non-responsive.
 - g) Do not use "N/A", "—" or any other symbols. It is the responsibility of the Proposer to ask questions or seek clarification regarding pricing prior to the Solicitation's due date. The County will not seek clarification on pricing.

3. Domestic Partnership Act Requirement

This solicitation requires that the Proposer comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Proposer must follow the instructions included

Special Instructions to Vendors (Cont'd)

ADDENDUM NO. 1

in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

4. Living Wage Requirements

This solicitation requires that Proposer comply with the Living Wage Ordinance. Proposers must follow the instructions included in the **Living Wage Ordinance Requirements** section and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed.

5. Vendor's Opportunity List Requirement (Federal Funding): Not applicable to this solicitation.

6. Criminal History Screening Practices Certification

Refer to **Criminal History Screening Practices Certification Form** and submit as instructed.

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program

This solicitation has the following County Business Enterprise Goals: **10% CBE Goals on Optional Services**. Proposers must follow the instructions included in the **Office of Economic and Small Business Development Requirements - CBE Goal Participation** section and submit all required forms and information as instructed.

2. Workforce Investment Program

This solicitation requires the Proposer to comply with the Workforce Investment Program. Proposers must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

3. Industry Specific Requirements: Not applicable to this solicitation

4. Certifications

Manufacturer Certified Building Automation System Technician

Proposer shall maintain and make available a minimum of five (5) Certified Technicians to provide services required under the Contract.

A Certified Technician is one who meets all of the following criteria:

- a) Complies with Broward County's security requirements.
- b) Is trained and certified by the respective manufacturer of the BAS.
- c) Has at least five (5) years of maintenance/repair experience with the BAS the technician is certified on.

Submit copies of all proposed technicians' BAS manufacturer certifications. Certifications must be current and may be verified by the County. Proof of certification should be submitted with the proposal and must be submitted within three (3) business days of County request.

Special Instructions to Vendors (Cont'd)

ADDENDUM NO. 1

5. License Requirements

Proposer should submit satisfactory proof of licensing with its submittal. If not provided with submittal, the Proposer must submit such proof within three business days of County's request. Proposer may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Proposer for the scope of work set forth in this solicitation, Proposer shall be required to possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal. Any certificate of competency that meets or exceeds the licensing requirements specified herein, as determined in the sole and absolute discretion of the County, will be considered responsible and responsive to the licensing requirements of this solicitation.

STATE OF FLORIDA: CERTIFIED ELECTRICAL CONTRACTOR

or

CERTIFIED LIMITED ENERGY SYSTEMS CONTRACTOR

or

CERTIFIED MECHANICAL CONTRACTOR

OR

BROWARD COUNTY: MASTER ELECTRICAL CONTRACTOR

(Must be registered with the State)

or

LIMITED ENERGY SYSTEMS SPECIALTY CONTRACTOR

(Must be registered with the State)

or

MASTER MECHANICAL CONTRACTOR

(Must be registered with the State)

All work performed for this solicitation must be performed by a licensed contractor or subcontractor.

Joint Venture submittal requirements

If applicable, A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess one of the above licenses (including any specified State registration, if applicable) at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

If a Joint Venture is recommended for contract award, it must either 1) submit satisfactory proof that the Joint Venture holds the specified license (if applicable) or that a licensed contractor has qualified the Joint Venture, or 2) provide satisfactory proof it applied for the specified license (if applicable) or the licensee has applied to qualify the Joint Venture, within

Special Instructions to Vendors (Cont'd)

ADDENDUM NO. 1

three business days of County's written request. The license or qualification, as applicable, in the name of the Joint Venture, must be effective prior to contract execution.

6. Hourly Labor Rate Price Sheet

Proposer should provide completed EXHIBIT B-1 at the time of proposal submittal. All lines shall be priced per unit. If not included with the proposal submittal at the time of the solicitation opening deadline, the proposer is required to provide within three business days of County's request. **Note: The Hourly Labor Rate Price Sheet will not be included in the Evaluation Criteria Points for Price but is required as part of a Proposer's submittal.**

7. Negotiations

Standard Instructions to Vendors, Section V is amended to add:

County reserves the right to request during negotiations a breakdown of monthly prices offered for services, which shall include but not limited to all labor, materials, profit and overhead.

C. Standard Agreement Language Requirements:

The Project Specific Agreement terms and conditions for this solicitation can be located at the following hyperlink, under "Project Specific" Agreements as Referenced by Solicitation Number, BLD2123540P1, Building Automation Systems Service – County Facilities:

https://www.broward.org/Purchasing/Pages/StandardTerms_copy%281%29.aspx

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Pursuant to Section 21.33 of the Broward County Administrative Code ("Procurement Code), issuance of RFPs, RLLs, and RFQs with an anticipated total value of more than \$500,000 requires Board approval.

H. Project Funding Source - this project is funded in whole or in part by:

County Funds

I. Projected Schedule:

Initial Evaluation Meeting (Sunshine Meeting): **TBD**

Final Evaluation Meeting (Sunshine Meeting): **TBD**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

Special Instructions to Vendors (Cont'd)

ADDENDUM NO. 1

J. Project Manager Information:

Project Manager: Janice Carter, Contract Grant Administrator Senior, Facilities Management
Division

Email: JACARTER@BROWARD.ORG

Proposers are requested to submit questions regarding this solicitation through the "Q&A" section on Periscope S2G; answers are posted through Periscope S2G.

END OF SECTION

EVALUATION CRITERIA

Building Automation Systems Services – County Facilities

1. Ability of Professional Personnel: (Maximum 20 Points)

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

Points Value: 20

2. Project Approach: (Maximum 20 Points)

Describe the prime Vendor's overall approach to the project and experience with relevant hardware/software. Include how the prime Vendor will ensure all scheduled maintenance is completed timely, plans to help improve efficiency, and ability to receive support from the various system manufacturers. Describe approach to respond to emergency repairs. How will subcontractors be used?

Points Value: 20

3. Past Performance: (Maximum 20 Points)

Describe prime Vendor's experience on projects of similar nature, scope, and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience for multiple buildings, multiple system manufacturers, BACnet integration, and including any government clients. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

Points Value: 20

4. Workload of the Firm: (Maximum 5 Points)

For Prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as project(s) that Vendor is awarded a contract but the Notice to Proceed (NTP) has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how the Vendor dealt or will deal with the projects' challenges.

Points Value: 5

Evaluation Criteria (Cont.'d)

5. Location: (Maximum 5 Points)

Refer to **Location Certification Form** and submit as instructed. Points shall be allocated as follows based on the contractor's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture); and Option 5 (0 points).

Points Value: 5

6. Pricing: (Maximum 30 Points)

The Building Automation Price Sheet must be completed and submitted using the attached form.

Total points awarded for price will be determined by applying the following formula:

$(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times 30 = \text{Price Points}$.

Points Value: 30

END OF SECTION

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

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

1. Legal business name:

2. Doing Business As/ Fictitious Name (if applicable):

3. Federal Employer I.D. no. (FEIN):

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County Filed In)

Other – Specify

10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):

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

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

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

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

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

- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
- 14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
- 18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
- 19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
- 21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
Living Wage had an effect on the pricing. Yes No N/A
If yes, Living Wage increased the pricing by: % or decreased the pricing by %.

22. Participation in Solicitation Development:

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

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

If this box is checked, provide the following: Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and

- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.

- The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357- 6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).

- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

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:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. 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:
 - a. Abide by the terms of the statement; and
 - b. 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.b 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:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. 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.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and

may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

DOMESTIC PARTNERSHIP ACT CERTIFICATION (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed should be returned with the Vendor's submittal. If the is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

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

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

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

Authorized Signature/Name

Title

Vendor Name

Date

Revised May 1, 2021

LIVING WAGE ORDINANCE REQUIREMENTS AND AFFIDAVIT FORM

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non- compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
 - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
 - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
 - K. Payroll; Basic Records; Reporting: 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 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. 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 Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's 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.
 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

- M. 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 Intergovernmental Affairs and 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 Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in Periscope S2G.

Covered Employer: _____

Address: _____

Local Contact: _____ E-Mail Address: _____

Address: _____

Contract _____

Amount: _____

Using Agency _____

Served: Solicitation _____

No. and Title: _____

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.
- B. Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach Additional sheets in the format above, if needed)

I, _____ of _____ hereby
attest that(Print Name) (Company)

- (1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:
- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
 - b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
 - c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principal officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____,

20__

STATE OF _____

COUNTY OF _____

Public) My commission expires: _____
(SEAL)Notary Public (Sign name of Notary

Personally Known or Produced Identification Type of Identification Produced:

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: \$ _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

(LWO 26.103(f)(1); Wage History: Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

(LWO 26.103(f)(2): Contractual: Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

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

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

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

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

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

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised May 1, 2021

Office of Economic and Small Business Requirements: CBE Goal Participation

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

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

Revised May 1, 2021

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

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

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

Revised 11/24/2021

Insurance Requirements: (Refer to the Insurance Requirement Form)

A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Building Automation System Services
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTORIS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2021.01.19
15:40:55 -05'00'
Risk Management Division

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the contract terms and conditions state in this solicitation; or
- The following exceptions are taken to the contract terms and conditions state in this solicitation:
(use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

Revised May 1, 2021

Vendor Reference Verification Form for RFPs, RLI and RFQs

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process.



Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.

Vendor Reference Verification Form – RFPs, RLIs, RFQs
(Revised 1/22)

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	///	///	///			
2.	///	///	///			
3.	///	///	///			
4.	///	///	///			
5.	///	///	///			
6.	///	///	///			
7.	///	///	///			

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.	///	///	///				
2.	///	///	///				
3.	///	///	///				
4.	///	///	///				
5.	///	///	///				
6.	///	///	///				
7.	///	///	///				
8.	///	///	///				

Grand Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/Name

Title

Date

Revised May 1, 2021

LOCATION CERTIFICATION

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

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

For Invitation for Bids:

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

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

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

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

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

- Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:
- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor’s valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the “Local Business Location”).

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

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

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

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

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

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

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

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

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

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

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

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

- 1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

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

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

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

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

Workforce Investment Program Requirements:

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

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

WORKFORCE INVESTMENT PROGRAM CERTIFICATION

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

In accordance with the Workforce Investment Program

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Revised May 1, 2021

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

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

If none, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None -

1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Type of Work/Supplies Provided:

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

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

Revised 11/24/2021

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

ETS Security Requirements

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Building Automation Systems Services - County Facilities
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Definitions.

“Agreement” means the written contract executed between Contractor and County, if any; the terms and conditions stated in the applicable competitive solicitation, if no mutually executed contract; or, if none of the above, the applicable purchase order issued by County.

“Contractor” means the vendor providing the goods or services pursuant to the Agreement.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any

terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open-source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;

- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9. Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider

Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.



Finance and Administrative Services Department
PURCHASING DIVISION

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

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

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

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

Question and Answers for Bid #BLD2123540P1 - Building Automation Systems Services - County Facilities

Overall Bid Questions

Question 1

1. Does the County require that the contractor has 5 Factory Certified Technicians per BAS listed in Exhibit A, Section 1.7?

2. It was found on a site visit that the Public Safety Complex BAS was recently replaced with Siemens equipment, but the bid solicitation lists JCI as the equipment manufacturer. Can the County please confirm the equipment manufacturer for the Public Safety Complex? (Submitted: Feb 14, 2022 12:16:59 PM EST)

Answer

- 1. The County requires a minimum of five-(5) certified technicians to provide services under the agreement. The minimum number of technicians does not apply to the individual Building Automation Systems(BAS).

2. Siemens is the correctly named manufacturer of the equipment within the Public Safety Complex-Cochran Building. Refer to Addendum No. 1 for revision to Attachment A-1 for this location. (Answered: Feb 23, 2022 12:03:12 PM EST)