

Mechanical Air Concepts

Bid Contact **Victor Gomez**
office@maconcepts.com
Ph 786-264-6082

Address **MIAMI, FL 33155**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BLD2123540P1--01-01	Building Automation Systems Services	Supplier Product Code: Supplier Notes: Attached are Climax Inc dba Mechanical Air Concept's COIs, Mechanical License, LBTs, Vendor Reference Documents, Living Wage Ordinance, Technician Certificate, and Price Sheet.	First Offer -	1 /contract	Y	Y
Supplier Total						\$0.00

Mechanical Air Concepts

Item: Building Automation Systems Services

Attachments

Climax Inc Auto Broward 22-23.pdf

Broward County Local Business Tax 10-01-2021 - 09-30-2022.pdf

Climax Inc-Broward County- GL.pdf

Climax Inc-Broward County- WC.pdf

LBT Doral GMC.pdf

Victor L Gomez Mech License .pdf

LBT Mechanical Exp 2022.pdf

FMU BLD2123650P1_Vendor_Reference_Verification_Form 1.pdf

Colliers -BLD2123650P1_Vendor_Reference_Verification_Form.pdf

Living Wage Ordinance.pdf

Technician Certificates.pdf

BLD2123540P1_Exhibit_B_-_Price_Sheet 2.xlsx

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:MECHANICAL AIR CONCEPTS
Business Name: CLIMAX INC

Receipt #: 189-319769
Business Type: ALL OTHER TYPES CONTRACTOR
(MECHANICAL CONTRACTOR)

Owner Name: VICTOR L GOMEZ
Business Location: 10401 NW 28TH ST STE B101
MIAMI DADE COUNTY

Business Opened: 09/23/2021
State/County/Cert/Reg: CMC1249301
Exemption Code:

Business Phone: (786)2646082

Rooms Seats Employees Machines Professionals
20

Tax Amount	Number of Machines:			Vending Type:			Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
54.00	0.00	0.00	0.00	0.00	0.00	0.00	54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CLIMAX INC - DBA MECHANICAL AIR CO
10401 NW 28TH ST STE B101
DORAL, FL 33172-2100

Receipt # WWW-20-00241750
Paid 09/23/2021 54.00

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

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54.00	0.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt # WWW-20-00241750
Paid 09/23/2021 54.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, No, Ext): 877-266-8850 E-MAIL ADDRESS: certs@paychex.com	FAX (A/C, No): 585-389-7426	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Climax Inc DBA Mechanical Air Concepts 10401 NW 28th Street, Suite B101 Miami, FL 33172	INSURER A: Service American Indemnity Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

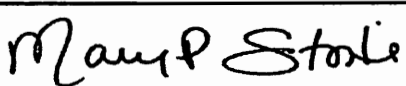
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A X SAIWC0431000	06/04/2021	06/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Broward County shall be provided 30 days written notice of cancellation. Any self-insurancd 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 details unless otherwise specified in the agreement.

CERTIFICATE HOLDER Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4951886

BUSINESS NAME/LOCATION

CLIMAX INC
10401 NW 28TH ST STE B101
DORAL FL 33172-2100

RECEIPT NO.

RENEWAL
5170394

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

CLIMAX INC
C/O VICTOR GOMEZ PRESIDENT

SEC. TYPE OF BUSINESS

196 GENERAL MECHANICAL CONTRACTOR
CMC1249301

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/13/2021
INT-21-338262

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

BidSync

Broward County Board of
County Commissioners

BLD2123540P1



Tax Collector
200 NW 2nd Avenue
Miami, FL 33128

107_01-222 6/21

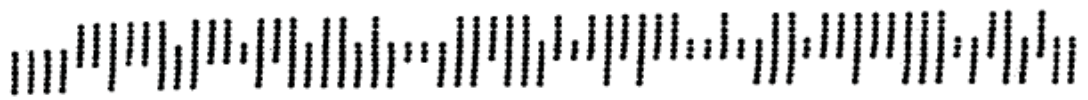
007303

For information regarding Transfer
of Business/Owner, please visit
www.miamidade.gov/taxcollector/

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

**CLIMAX INC
C/O VICTOR GOMEZ PRESIDENT
10401 NW 28TH ST STE B101
DORAL FL 33172-2100**

99 EBDOSP1 33172





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOMEZ, VICTOR LUIS

CLIMAX INC
10401 NW 28 STREET
SUITE B101
DORAL
DORAL FL 33172

LICENSE NUMBER: CMC1249301

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Tax Collector
200 NW 2nd Avenue
Miami, FL 33128

107_01-222 6/21

007303

For information regarding Transfer
of Business/Owner, please visit
www.miamidade.gov/taxcollector/

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

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C/O VICTOR GOMEZ PRESIDENT
10401 NW 28TH ST STE B101
DORAL FL 33172-2100

59 EBDOSP1 33172



007303

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4951886

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10401 NW 28TH ST STE B101
DORAL FL 33172-2100

RECEIPT NO.

RENEWAL
5170394

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SEPTEMBER 30, 2022**

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Pursuant to County Code
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196 GENERAL MECHANICAL CONTRACTOR
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For more information, visit www.miamidade.gov/taxcollector



Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

Bid #BLD2123540P1 - Building Automation Systems Services - County Facilities

Reference for: Climax/Mechanical Air

Organization/Firm Name providing reference:

Florida Memorial University - Main Campus - Miami Gardens

Contact Name: David Jaccarino Title: Facilities Director Reference date: 3/4/2022

Contact Email: david.jaccarino@fmuniv.edu Contact Phone: (305) 815-8039

Name of Referenced Project: Florida Memorial University Controls Upggrade

Contract No. Date Services Provided: Project Amount:
01/01/2020 1,500,000.00

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:

Upgrade and new installation of HVAC equipment and controls

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 checked="" type="checkbox"/>	<input type="checkbox"/>
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

Very professional organization with excellent follow-up.

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 for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

BLD2123540P1 - Building Automation System Services - County Facilities

Reference for: Climax Inc DBA Mechanical Air Concepts

Organization/Firm Name providing reference:

Colliers International

Contact Name: Duanne Jordan

Title: Sr Property Mgr

Reference date: 3-9-2022

Contact Email: duanne.jordan@colliers.com

Contact Phone: (786) 486-3535

Name of Referenced Project: Burger King Headquarters 5505 Blue Lagoon Drive, Miami FL 33126

Contract No.

Date Services Provided:

Project Amount:

Ongoing Construction and Maintenance Contract

03/06/2019

3,700,000.00

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:

Retrofit, Installation and Service Of Pneumatic Control System And Trane Tracer Summit System Conversion To DDC

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

MAC has provided single source solutions to Colliers since 2015. They Command many trades including controls, pneumatics, integration, mechanical and testing and balancing. They are a great partner at our facilities.

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

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

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: Climax Inc dba Mechanical Air Concepts

Address: 10401 NW 28th Street Suite B101 Doral, FL 33172

Local Contact: Victor Gomez

E-Mail Address: Vicgomez@maconcepts.com

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 \$ 13.61 per hour and are provided health benefits valued at \$ 3.44 per hour.
- B. Receive a minimum pay of \$ 17.05 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
<u>Victor Gomez</u>	<u>BAS Tech</u>	<u>A</u>	<u>Scott Brandsma</u>	<u>BAS Tech</u>	<u>A</u>
<u>Juan Gonzalez Guzman</u>	<u>BAS Tech</u>	<u>A</u>	_____	_____	_____
<u>Rajiv Medina</u>	<u>BAS Tech</u>	<u>A</u>	_____	_____	_____
<u>Alejandro Orozco</u>	<u>BAS Tech</u>	<u>A</u>	_____	_____	_____

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

I, Victor Gomez of Climax Inc dba Mechanical Air Concepts 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 _____

President

Title

SWORN TO AND SUBSCRIBED BEFORE ME this 9th day of March

2022

STATE OF Florida

COUNTY OF Miami-Dade

Public)

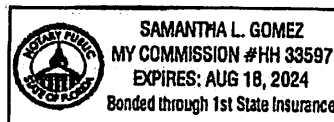
Personally Known



or Produced Identification



Type of Identification Produced:



My commission expires: AUGUST 18, 2024
(SEAL) Notary Public (Sign name of Notary)

Certificate of Completion

This certifies that

Alejandro Orozco

MECHANICAL AIR CONCEPTS, INC.(00122)

has successfully completed


CS - 1 & 2 Carrier Comfort Systems

on October 10, 2018



3.2 CEUs Awarded




Graham Geweniger,
Carrier Controls Expert Training Team Lead

Certificate of Completion

This certifies that

Alejandro Orozco

MECHANICAL AIR CONCEPTS, INC.(00122)

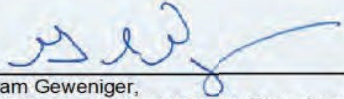
has successfully completed

IS - 1 & 2 Carrier i-Vu® Systems

on December 7, 2018



5c0abbf7-83b0-4cdd-8008-46580a0b0163


Graham Geweniger,
Carrier Controls Expert Training Team Lead

Certificate of Completion

This certifies that

Victor Gomez

has successfully completed

CS - 1 & 2 Carrier Comfort Systems

on 2 February 2018



3.2 CEUs Awarded



13746150-085b-11e8-bc99-954dc54f09ae

©Automated Logic Corporation is an accredited provider of the International Association for Continuing Education and Training.

Certificate of Completion

This is to certify that

Scott Brandsma

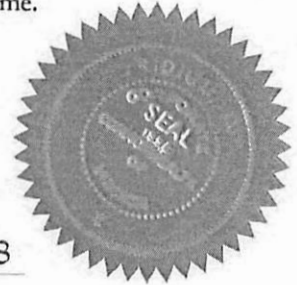
CANDIDATE

Shumate Mechanical

COMPANY NAME

is awarded this Certificate of Completion signifying that the aforementioned has successfully completed all of the requirements of the Niagara AX Certification Program and is entitled to all the rights and privileges associated with this achievement and full recognition of same.

TRID!UM



AUTHORIZED SIGNATURE

February 1, 2008

DATE

Niagara^{AX}

AX Certification Program

Certificate of Completion

This is to certify that:

scott brandsma

is awarded this Certificate of Completion having successfully achieved a baseline level of proficiency, by completing all of the training and testing requirements for:

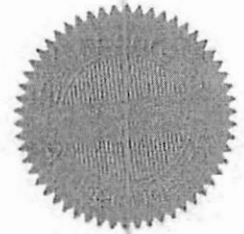
EC-Net4 Certification

on: March 10, 2017

Authentication ID: TPA-3442



*Call or email Tridium University with the Authentication ID to confirm the authenticity of this certificate.



This is to certify that

Rajiv Medina

has successfully completed the requirements for

Level 3 Technical Certification



A handwritten signature in cursive script, reading "Robin Smith".

*Robin Smith, P.Eng.
Manager of Training*

August 25, 2016

[Date]

SIEMENS

This is to certify that

Juan Alejandro Gonzalez Guzman

has successfully completed the training entitled:

DCC 9015 - Desigo CC Installation and Start-up

5/18/2015 - 5/22/2015

Date

Mike Binkowski

Instructor: Ernest H Glenn; Michael Binkowski

Siemens Industry Inc.

CEUs: 3.4



BUILDING AUTOMATION SYSTEMS

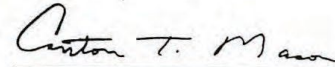
This is to certify that

Scott Brandsma

has successfully completed Trane Building Automation Systems

Tracer MP580/581 Installation & Programming


Jay Althof
Vice-President & General Manager


Anton T. Mason
Training Manager

November 8, 2002
Date

3.5 CEUs



ICCS
*The Key
to Comfort*

ICCSTM
nstitute



CERTIFICATE OF COMPLETION

South Florida Trane

certifies that

Victor Gomez

has satisfactorily completed

**PCM Edit Software Tool
PCM Controller Set-up
and Maintenance**

A handwritten signature in black ink, appearing to read 'Octavio A. Correa', written over a horizontal line.

Octavio A. Correa

June 6, 2000



CERTIFICATE OF COMPLETION

Southern Florida Transit

Victor Spivack

and Maintenance

FCM Control or Repair
FCM EGR Solenoids Tool



TRAME



CERTIFICATE OF COMPLETION

South Florida Trane

certifies that

Victor Gomez

has satisfactorily completed

Every Ware Software Tool
for Set-up Maintenance VAV,
UCM's and Terminal
Unit Controllers

A handwritten signature in black ink, appearing to read "Octavio A. Correa", written over a horizontal line.

Octavio A. Correa

June 6, 2000



CERTIFICATE OF COMPLETION

South Florida Trane

Victor Gomez

has been fully completed

Every Ware Software Tool
for Set-up Maintenance VAV
LQM's and Terminal
Unit Controllers

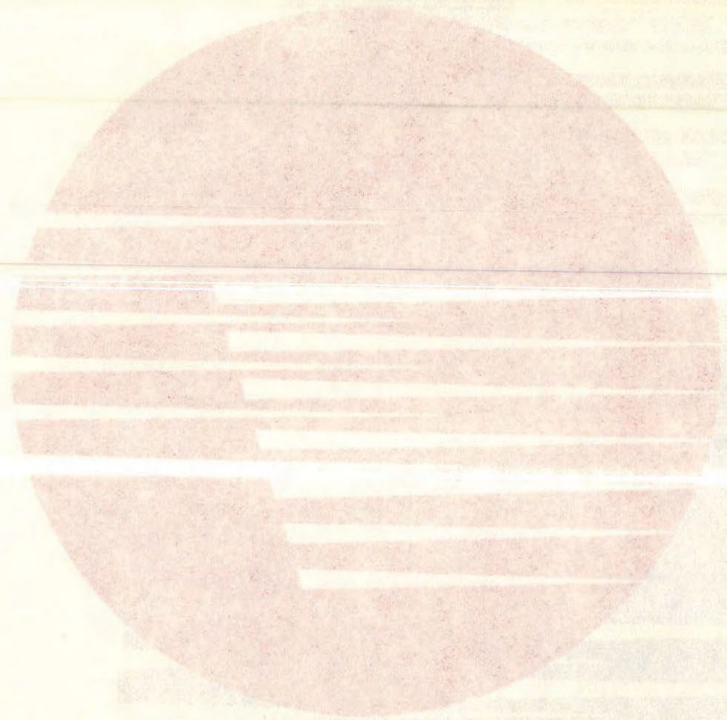


EXHIBIT B
BUILDING AUTOMATION SYSTEMS SERVICES
PRICE SHEET

Property	U/M	Year 1	Year 2	Year 3	3-Year Total
1000-0000 County Wide	Yr.	\$22,000	\$23,320	\$24,719	\$70,039
1001-0001 Government Center East	Yr.	\$141,400	\$149,884	\$158,877	\$450,161
1002-0001 Government Center West	Yr.	\$40,331	\$42,751	\$45,316	\$128,398
1013-0001 Broward Logistics Center 64th St. Warehouse	Yr.	\$9,419	\$9,984	\$10,583	\$29,985
1017-0001 North Mass Transit Bldg. 1	Yr.	\$6,400	\$6,784	\$7,191	\$20,374
1017-0004 North Mass Transit Bldg. 4	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1022-0001 Extension Education Building	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1023-0001 Riverland Library	Yr.	\$13,000	\$13,780	\$14,607	\$41,387
1029-0001 South Regional Health Center	Yr.	\$10,747	\$11,392	\$12,075	\$34,214
1031-0001 West Regional Courthouse	Yr.	\$24,996	\$26,495	\$28,085	\$79,576
1031-0003 Emergency Operations Center	Yr.	\$4,106	\$4,352	\$4,613	\$13,070
1031-0004 West Regional Library	Yr.	\$20,769	\$22,015	\$23,336	\$66,121
1033-0001 Carver Ranches Library	Yr.	\$13,000	\$13,780	\$14,607	\$41,387
1034-0001 Imperial Point Library	Yr.	\$13,000	\$13,780	\$14,607	\$41,387
1035-0001 Lauderdale Lakes Library	Yr.	\$18,300	\$19,398	\$20,562	\$58,260
1036-0001 Stirling Road Library	Yr.	\$13,000	\$13,780	\$14,607	\$41,387
1039-0001 Edgar P. Mills Center	Yr.	\$53,131	\$56,318	\$59,698	\$169,147
1041-0001 South Regional Courthouse	Yr.	\$19,803	\$20,991	\$22,251	\$63,046
1047-0001 African American Library	Yr.	\$16,181	\$17,152	\$18,181	\$51,513
1049-0001 South Mass Transit	Yr.	\$65,000	\$68,900	\$73,034	\$206,934
1051-0001 BCJC West Tower	Yr.	\$165,000	\$174,900	\$185,394	\$525,294
1051-0002 BCJC North Building	Yr.	\$135,000	\$143,100	\$151,686	\$429,786
1051-0003 BCJC East Building	Yr.	\$185,000	\$196,100	\$207,866	\$588,966
1051-0007 South Parking Garage	Yr.	\$13,766	\$14,592	\$15,467	\$43,824
1051-0005 Midrise Building	Yr.	\$18,596	\$19,711	\$20,894	\$59,201
1055-0001 Miramar Library	Yr.	\$32,965	\$34,943	\$37,039	\$104,947
1056-0001 Public Safety Complex - Cochran Building	Yr.	\$71,847	\$76,158	\$80,727	\$228,732
1056-0003 Public Safety Complex - District 5	Yr.	\$17,267	\$18,303	\$19,401	\$54,971
1059-0001 North Lauderdale Library	Yr.	\$13,500	\$14,310	\$15,169	\$42,979
1061-0001 North Regional Courthouse	Yr.	\$23,667	\$25,087	\$26,592	\$75,346
1063-0001 Tamarac Library	Yr.	\$13,500	\$14,310	\$15,169	\$42,979
1064-0001 Fire Station 17	Yr.	\$9,800	\$10,388	\$11,011	\$31,199
1069-0001 Tyrone Bryant Library	Yr.	\$12,800	\$13,568	\$14,382	\$40,750
1073-0001 Hollywood Library	Yr.	\$12,558	\$13,311	\$14,110	\$39,980
1074-0001 Weston Library	Yr.	\$19,682	\$20,863	\$22,115	\$62,660
1075-0001 Dania Beach Library	Yr.	\$13,000	\$13,300	\$14,098	\$40,398
1079-0001 Medical Examiner	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1087-0001 Northwest Regional Library	Yr.	\$15,456	\$16,383	\$17,366	\$49,206
1088-0001 Traffic Engineering	Yr.	\$12,678	\$13,439	\$14,245	\$40,362
1096-0001 Northwest Library	Yr.	\$13,600	\$14,416	\$15,281	\$43,297
1097-0001 Fleet Service 3	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1099-0001 Florida Department of Health	Yr.	\$4,588	\$4,863	\$5,155	\$14,606
1101-0001 Northwest Family Success Center	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1102-0001 Fire Station 32	Yr.	\$9,800	\$10,388	\$11,011	\$31,199
1105-0001 Fleet Service 2	Yr.	\$3,260	\$3,456	\$3,663	\$10,379
1107-0001 Collier City Library	Yr.	\$12,566	\$13,320	\$14,119	\$40,005
1119-0001 Broward Addiction and Recovery Center - Central	Yr.	\$18,716	\$19,839	\$21,029	\$59,584
1801-0001 CB Smith Park - Administration	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1811-0001 Samuel Delevoe Park - Community Center	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1822-0001 Franklin Park - Community Center	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1833-0001 Roosevelt Garden Park - Community Center	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1840-0004 Markham Park - Range Building	Yr.	\$4,500	\$4,770	\$5,056	\$14,326
1842-0002 Central Regional Park - Field House	Yr.	\$14,000	\$14,840	\$15,730	\$44,570
GRAND TOTAL		\$1,412,193	\$1,496,444	\$1,586,231	\$4,494,868

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 Mechanical Air Concepts **SIGNATURE** Victor L Gomez

DATE 3-9-22

1001-0001 Government Center East

9.44%

141400

1002-0001 Government Center West	2.69%	40330.99916
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1013-0001 Broward County Logistics	0.63%	9418.616569
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1017-0001 North Mass Transit – Building 1	0.43%	6399.829207
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1017-0004 North Mass Transit – Building 4	0.13%	1932.023912
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1022-0001 Extension Education Building	0.08%	1207.514945
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1023-0001 Riverland Library	0.02%	241.502989
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1029-0001 South Regional Health Center	0.72%	10746.88301
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1031-0001 West Regional Courthouse

1.67%

24995.55936

1031-0003 Emergency Operations Center	0.27%	4105.550812
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1031-0004 West Regional Library	1.39%	20769.25705
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1033-0001 Carver Ranches Library	0.31%	4588.55679
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1034-0001 Imperial Point Brach Library	0.04%	603.7574724
1035-0001 Lauderdale Lakes Library	0.95%	14248.67635

1036-0001 Stirling Road Library	0.28%	4226.302307
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1039-0001 Edgar P. Mills Center	3.55%	53130.65757
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1041-0001 South Regional Courthouse	1.32%	19803.24509
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1047-0001 African American Research Library	1.08%	16180.70026
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1049-0001 South Mass Transit

3.68%

55183.43298

1051-0001 Broward County Judicial Complex - West Building

39.73%

595063.3648

1051-0002 Broward County Judicial Complex - North Building	7.68%	115076.1742
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1051-0003 Broward County Judicial Complex - East Building	2.20%	32965.15799
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1051-0005 Broward County Judicial Complex - Midrise Building	1.24%	18595.73015
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1051-0007 Broward County South Parking Garage	0.92%	13765.67037
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1055-0001 Miramar Library	2.20%	32965.15799
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1056-0001 Public Safety Complex - Cochran Building	4.80%	71847.13921
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1056-0003 BC Public Safety Complex - District Five	1.15%	17267.46371
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1059-0001 North Lauderdale Library	0.42%	6279.077713
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1061-0001 North Regional Courthouse	1.58%	23667.29292
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1063-0001 Tamarac Library

0.63%

9418.616569

1064-0001 Fire Station 17

0.27%

4105.550812

1069-0001 Tyrone Bryant Library	0.27%	3984.799318
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1073-0001 Hollywood Library	0.84%	12558.15543
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1074-0001 Weston Library	1.31%	19682.4936
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1075-0001 Dania Beach Library	0.21%	3139.538856
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1079-0001 Medical Examiner	0.23%	3501.79334
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1087-0001 Northwest Regional Library	1.03%	15456.19129
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1088-0001 Traffic Engineering	0.85%	12678.90692
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1096-0001 Northwest Library	0.31%	4709.308285
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1097-0001 Fleet Service 3	0.22%	3260.290351
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1099-0001 Florida Department of Health	0.31%	4588.55679
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1101-0001 Northwest Family Success Center	0.03%	483.0059779
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1102-0001 Fire Station 32	0.28%	4226.302307
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1105-0001 Fleet Service 2	0.22%	3260.290351
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1107-0001 Collier City Library	0.05%	724.5089669
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1119-0001 Broward Addiction and Recovery Center – Central	1.25%	18716.48164
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1801-0001 CB Smith Park – Administration	0.02%	241.502989
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1811-0001 Samuel Delevoe Park – Community Center	0.02%	362.2544834
1822-0001 Franklin Park – Community Center	0.01%	120.7514945
1833-0001 Roosevelt Garden Park – Community Center	0.02%	362.2544834
1840-0004 Markham Park – Range Building	0.06%	845.2604613
1842-0002 Central Regional Park - Field House	0.95%	14248.67635

Supplier: Mechancial Air Concepts

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	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour
Title/Role	\$ /hour

Climax Inc dba Mechanical Air Concepts
Vendor Name

Supplier: Mechancial Air Concepts

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, RLI's, 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:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - 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

Supplier: **Mechanical Air Concepts**

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: **Climax Inc**
2. Doing Business As/ Fictitious Name (if applicable): **Mechanical Air Concepts**
3. Federal Employer I.D. no. (FEIN): **56-2286342**
4. Dun and Bradstreet No.: **08-060-9085**
5. Website address (if applicable): **https://www.mechanicalairconcepts.com/**
6. Principal place of business address: **10401 NW 28th Street Suite B101
Doral, FL 33172**
7. Office location responsible for this project: **10401 NW 28th Street Suite B101
Doral, FL 33172**
8. Telephone no.: **(786)264-6082** Fax no.: **(305)938-5076**
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	<input checked="" type="checkbox"/> Florida
Sole Proprietor	<input type="checkbox"/>
Limited Liability Company (LLC)	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>
General Partnership (State and County Filed In)	<input type="checkbox"/>
Other – Specify	<input type="checkbox"/>
10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitiousname):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Victor L. Gomez, Preisident**
 - b)

- c)
- d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Victor L Gomez**

Title: **President**

E-mail: **Vicgomez@maconcepts.com**

Telephone No.: **(786)380-7654**

Name: **Natalie Lara**

Title: **Office Manager**

E-mail: **nlara@maconcepts.com**

Telephone No.: **(786)264-6082 ext. 301**

- 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:

Victor L. Gomez
*AUTHORIZED SIGNATURE/NAME

President
TITLE

03/03/2022
DATE

Vendor Name: **Climax Inc dba Mechanical Air Concepts**

* 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).

Supplier: Mechancial Air Concepts

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:

Victor L Gomez
Authorized Signature/Name

President
TITLE

Climax Inc dba Mechanical Air Concepts
Vendor Name

03/03/2022
DATE

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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, theVendor 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).

Victor L Gomez	President	Climax Inc dba	03/09/2022
Authorized Signature/Name	Title	Mechanical Air Concepts	Date
		Vendor Name	

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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: **Victor L Gomez**

VENDOR NAME: **Climax Inc dba Mechanical Air Concepts**

TITLE: **President**

DATE: **03/03/2022**

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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

Supplier: Mechancial Air Concepts

LITIGATION HISTORY FORM

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

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

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

Vendor Name: Climax Inc dba Mechanical Air Concepts

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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: **Victor L Gomez**
Title: **President**
Vendor Name: **Climax Inc dba Mechanical Air Concepts**
Date: **03/09/2022**

Revised 11/24/2021

Supplier: Mechancial Air Concepts

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: **Work Van**

Vendor Name: **Climax Inc dba mechanical Air Concepts**

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other: **office@maconcepts.com**

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

Supplier: Mechancial Air Concepts

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 soliciation:
(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

Vendor Name: Climax Inc dba Mechanical Air Concepts

Revised May 1, 2021

Supplier: Mechancial Air Concepts

**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.	Test, Balance and Inspection S	BLD2116250B2_1	Facilities Management Division	04/16/2019	\$111,422.25	\$0.00
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total **\$111,422.25** **\$0.00**

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: Climax Inc dba Mechanical Air Concepts

Victor L Gomez
Authorized Signature/Name

President
Title

03/09/2022
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: Climax Inc dba Mechanical Air Concepts

Victor L Gomez
Authorized Signature/Name

President
Title

03/09/2022
Date

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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:

**Climax Inc dba Mechanical Air Concepts NW 28th Street Suite B101
Miami, FL 33172**

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: Victor L Gomez

TITLE: President

VENDOR NAME: Climax Inc dba Mechanical Air Concepts

DATE: 03/09/2022

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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](#) (CareerSouce) and their contract partners as a firstsource 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

Climax Inc dba mechanical Air Concepts(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.

Victor Gomez
AUTHORIZED SIGNATURE/NAME

President
TITLE

03/09/2022
DATE

Revised May 1, 2021

Supplier: Mechancial Air Concepts

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.

Victor L Gomez
Authorized Signature/Name

President
Title

Climax Inc dba Mechanical Air Concepts
Vendor Name

03/09/2022
Date

Revised 11/24/2021

Supplier: Mechancial Air Concepts

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

Supplier: Mechancial Air Concepts



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).

Revised May 1, 2021