

**AGREEMENT FOR
MOVING AND RELOCATION SERVICES FOR CITY FACILITIES
BETWEEN
THE CITY OF FORT LAUDERDALE AND
ARMSTRONG RELOCATION, FLORIDA, LLC**

THIS AGREEMENT FOR MOVING AND RELOCATION SERVICES FOR CITY FACILITIES ("Agreement") made and entered into this _____ day of _____, 2025, by and between the **City of Fort Lauderdale**, a Florida municipality ("City"), whose address is **101 Northeast 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301**, and **Armstrong Relocation, Florida, LLC**, a Florida limited liability company ("Contractor"), whose address is **1270 NE 48th Street, Suite 1, Pompano Beach, Florida 33064**, Email: mkean@goarmstrong.com, Phone: (954) 868-8150.

WHEREAS, the City and the Contractor wish to enter into an Agreement for **Moving and Relocation Services For City Facilities** based on an agreement between **Broward County Board of County Commissioners** and **Armstrong Relocation, Florida, LLC, Contract No. GEN2123165B1_1** with a contract period beginning March 30, 2022 and ending March 29, 2027;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to furnish all labor/personnel, move managers and coordinators, supervision, materials, supplies, tools, equipment, and expertise necessary to perform the planning, packing/unpacking, storage, warehousing, recycling, disposal, relocation, installation, and reconnection of all assigned property to various locations within Broward County, including any ancillary work, as necessary, in accordance with the terms and conditions of Broward County Board of County Commissioners Contract No. GEN2123165B1_1, attached hereto and incorporated herein as Exhibit "A", at the prices set forth in same.
2. Except with regard to the proposal solicitation process, the term "County" as set forth in the Broward County Board of County Commissioners Contract No. GEN2123165B1_1, where context permits, shall mean the City of Fort Lauderdale.
3. The term of this Agreement shall be conterminous with the Broward County Board of County Commissioners Contract No. GEN2123165B1_1 and shall end on March 29, 2027.
4. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

With a copy to:

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

Notice to the Contractor shall be as follows:

Michael Kean
Vice President of Commercial Services
Armstrong Relocation, Florida, LLC
1270 NE 48th Street, Suite 1
Pompano Beach, Florida 33064
Email: mkean@goarmstrong.com
Phone: (954) 868-8150

5. The City's General Terms and Conditions for Piggyback and Cooperative Contracts and Insurance Requirements are incorporated herein as Exhibit "B".
6. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
 - A. First, this Agreement for Moving and Relocation Services for City Facilities.
 - B. Second, the City's General Conditions and Insurance Requirements (**Exhibit B**).
 - C. Third, Broward County Board of County Commissioners Contract No. GEN2123165B1_1 (**Exhibit A**).
7. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within thirty (30) days following written notice to the Contractor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida
municipality

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

ARMSTRONG RELOCATION, FLORIDA, LLC, a
Florida limited liability company.

Signature

By: _____
ALEX HERERRA
Manager

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **Alex Herrera**, as **Manager** for **Armstrong Relocation, Florida, LLC**, a Florida limited liability company.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Clark-Forbes, Latoya

From: Master Agreement Renewal Team <PurchasingRenewals@broward.org>
Sent: Monday, April 4, 2022 6:02 PM
To: ARMSTRONG RELOCATION FLORIDA LLC
Cc: PurchasingRenewals; Gleason, Robert; Clark-Forbes, Latoya; Mangan, Constance; Bauer, Martha
Subject: NEW Contract Established in MARS: Master Agreement Renewal - GEN2123165B1_1 - Moving Services for Broward Co

Congratulations!

This email is to inform you that contract No. **GEN2123165B1_1** for **Moving Services for Broward Co** approved on **3/28/2022** for the initial term of **Start date: 3/30/2022 End date: 3/29/2027** in the amount of **\$4,368,375.00** with **0** renewal option(s).

Original Term Start date: 3/30/2022 End date: 3/29/2027 Amount: \$4,368,375.00

You will receive notifications from the Master Agreement Renewal System (MARS) in advance of the expiration of the contract.

The MARS system is set up to renew the contract unless action is taken by the Contract Administrator NOT to renew, or a vendor refuses to renew the contract.

If vendor decides NOT to renew the contract, please notify your Contract Administrator at least **90** days prior to the end of the contract. Below is their contact information:

Contract Administrator: GHERARD
Email Address: mbauer@broward.org
Phone Number:

Please confirm that all information listed above is correct. If there are any changes, notify your Contract Administrator.



Finance and Administration Services Department

PURCHASING DIVISION

115 S Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-5835 | broward.org/Purchasing

AWARD/REJECTION AUTHORITY MEMORANDUM

GEN2123165B1 – Moving Services for Broward County Facilities

☒ **RECOMMENDATION FOR AWARD**

Vendor(s): Armstrong Relocation, Florida, LLC

Supplier ID: 0000012352

Contract Type: ☐ Fixed ^[1] ☒ Open-End

Basis of Award: ☒ Low ☐ Responsive ☐ Responsible
☐ Split ^[2] ☐ Multiple ^[3] ☐ Single ^[4]

Initial Five (5)-Year Term Award Amount: \$4,368,375

Breakdown of Initial Five (5)-Year Term Award Amount:

\$823,675	Vendor Bid Amount
x 5	Contract Term
\$4,118,375	Five-Year Term Amount
+ \$250,000	Allowance Amount
\$4,368,375	Five-Year Term with Allowance Amount

Potential Five-Year Award Amount: \$4,519,623.97*

*Inclusive of three percent (3%) price escalation for Year 3 through Year 5 of contract term and Allowance Amount. Year 1 and Year 2 are fixed price.

AWARD JUSTIFICATION

☒ Price Analysis ☐ Clarification ☐ Waiver ^[5]

☐ **RECOMMENDATION TO REJECT** ^[6]

Vendor(s): N/A

REJECT JUSTIFICATION

- ☐ Does not meet specifications:
- ☐ Single Bidder:
- ☐ Non-responsive (did not conform to any/all material aspects of solicitation):
- ☐ Non-responsive:
- ☐ Other Reason:

OPEN-END CONTRACT TERM(S) OR ☒ N/A (Fixed Contract)

Initial Term ^[7]: Date of Award – Five Years Later Number of Renewal Option(s): 0

Potential Contract Duration: Five Years from Date of Award

Note: Term shall begin on date of award.

P-CARD

Vendor(s):

Accepts:

☐ Yes ☒ No

¹ In accordance with the Internal Control Handbook, Page 216, Chapter 10, Section G, Repairs, if a firm fixed price is not available for equipment repair, a unit must be taken to a repair shop for disassembly and determination of repair costs, and repair. (2006)

² Award different line item or group to more than one Bidder.

³ Award same line item or group to more than one Bidder. (i.e., Primary, Secondary, Tertiary, etc.)

⁴ Sole Source/Sole Brand, Reasonable Source, Emergency, and Single Bids over \$100,000 must be added to the monthly activity report to the Board of County Commissioners, and a copy of this Award Rejection Authority Memorandum should be uploaded to your final PO or Procurement Contract.

⁵ Pursuant to Procurement Code, Section 21.37, a minor or non-substantive lack of conformity may be considered a technicality or irregularity and may be waived by the Director of Purchasing.

⁶ Pursuant to Procurement Code, Section 21.39, after all responses are open, any or all responses may be rejected by the Director of Purchasing, provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

⁷ Dates (Initial Term and Final Expiration) are not known until the contract is awarded. Initial term here should be 'number of months or years of initial term'.

ADDITIONAL INFORMATION

The purpose of this solicitation is for the furnishing of all labor/personnel, move managers and coordinators, supervisors, materials, supplies, tools, equipment, and expertise necessary to perform the planning, packing/unpacking, storage, warehousing, recycling, disposal, relocation, installation and re-connection of all assigned property to various locations within Broward County for the Construction Management Division and various other Broward County agencies that may have a need for these services **(All Commission Districts)**.

The Office of Economic and Small Business Development (OESBD) did not establish a County Business Enterprise (CBE) goal for this project; however, OESBD applied procurement preferences in accordance with Section 1-81.10 (a)(1) of the Broward County Business Opportunity Act. The second low bidder, Commercial Relocation Group, Inc. (CRG, Inc.), is a certified CBE firm and its bid price is within ten percent (10%) of the apparent low bidder, Armstrong Relocation, Florida, LLC; however, CRG, Inc. has been deemed non-responsive due to not meeting the membership and certification requirements of the solicitation.

The allowances in this contract, in the five-year term amount of \$250,000, include: \$150,000 for Surplus Inventory Management, Recycling, and Disposal Services; \$50,000 for Specialty Storage and Warehousing and \$50,000 for Forklift, Scissor Lift or Other Specialty Lift Type Equipment Required based on Special Circumstances. The Contract Administrator must approve expenditures under these allowance items and will be reimbursed at the contractor's actual cost, with-out mark-up.

The Living Wage Ordinance requirements do not apply to this solicitation because the scope of work is related to moving/relocation services. Moving/relocation services of goods/commodities is not a covered service under the Living Wage Ordinance per Section 26-101(k).

The Construction Management Division reviewed the bid submitted by Armstrong Relocation, Florida, LLC, and concurs with the recommendation for award. No vendor performance evaluations have been completed for Armstrong Relocation, Florida, LLC.

SOLICITATION METHOD

- ☒ Invitation for Bid ☐ Request for Quote
- ☐ Emergency ^[4] ☐ Piggyback ^[4]
[Insert Piggyback Contract No.]
- ☐ Sole Brand ^[4] ☐ Sole Source ^[4]
- ☐ Most Reasonable Source ^[3]
- Date Notice posted: *N/A
(*Applies to Sole Brand, Sole Source and/or Most Reasonable Source)
- Responses: Yes ☐ No ☐
(If Yes, Director of Purchasing and/or Designee final Designation Date):
*[Insert Date]
- ☐ Standardized by:
- ☐ Board: N/A

SOLICITATION INFORMATION

Client Agency: Construction Management Division

Requisition ID: CMD0000782

Folder No: 2123165

Posted on: November 8, 2021

Opened on: December 1, 2021
CAM #25-0995

Number of Responses: Five (5) Exhibit 3
Page 7 of 94

☐ Director of Purchasing: N/A

Number of Declinations: Zero (0)

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT (OESBD)

OESBD has reviewed this solicitation and determined:

- ☐ This firm is a certified [Small Business Enterprise (SBE)/County Business Enterprise (CBE)], and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This firm met the [County Business Enterprise (CBE)/Disadvantaged Business Enterprise (DBE)], goal requirements, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This firm met the assigned Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal, and therefore is considered a responsive and responsible bidder under the OESBD provisions of this contract.
- ☐ This project has been designated a sole source/sole brand, or reasonable sole source/brand, therefore, this project is not subject to the OESBD requirements.
- ☒ It should be solicited to open market with no assigned goals.
- ☐ Due to no responses received from SBE vendors during the original solicitation, this solicitation was re-bid to the open market. Per OESBD, no goals were applied to the re-solicitation.

WHAT APPROVAL ACCOMPLISHES ^[8]

- ☐ In accordance with the Broward County Procurement Code, Section 21.47.(b)(1), the Director of Purchasing may award solicitations in an amount not exceeding \$500,000, inclusive of the value of any renewals or extensions.
- ☒ In accordance with the Broward County Procurement Code, Section 21.47.(b)(2), the Director of Purchasing may award bids in any amount over \$500,000, inclusive of any extensions or renewals, contingent upon no bidder has been determined to be non-responsive or non-responsible, no protests have been filed, and more than one bidder has submitted a response, and further provided that no Commissioner has expressed an objection within five (5) days after receiving notice of intended award from the Purchasing Division.
- ☐ In accordance with the Broward County Procurement Code, Section 21.37.(b), Waiver of Technicality, a lack of conformity as to an issue of responsiveness that is nonsubstantive in nature may be considered a technicality or irregularity that may be waived by the Director of Purchasing.
- ☐ In accordance with Broward County Procurement Code, Section 21.39 Rejection After Bid Opening, any or all responses may be rejected by the Purchasing Director or designee, including those bids in which there is only one (1) responsive vendor.
- ☐ This approval authority is for the Recommendation of Award posting only. Agenda will be submitted for award by the Board of Commissioners. Refer to Broward County Procurement Code, Section 21.47.(a).

APPROVAL WORKFLOW

Purchasing Agent	Purchasing Manager	Asst. Director of Purchasing	Director of Purchasing
☒ Required	☒ Required	☐ Required	☒ Required
☐ N/A	☐ N/A	☒ N/A	☐ N/A

APPROVAL AUTHORITY

Purchasing Agent:



APPROVE



DISAPPROVE

**LATOYA T. CLARK-
FORBES**Digitally signed by LATOYA T.
CLARK-FORBES

Date: 2022.03.10 16:42:11 -05'00'

Purchasing Agent (Signature & Date)

Assistant Director of Purchasing:



APPROVE



DISAPPROVE

Assistant Director of Purchasing (Signature & Date)

Purchasing Manager:



APPROVE



DISAPPROVE

**CONSTANCE S.
MANGAN**Digitally signed by CONSTANCE
S. MANGAN

Date: 2022.03.11 12:50:39 -05'00'

Purchasing Manager (Signature & Date)

Director of Purchasing:



APPROVE



DISAPPROVE

Robert GleasonDigitally signed by Robert Gleason
Date: 2022.03.30 12:36:09 -04'00'

Director of Purchasing (Signature & Date)

ATTACHMENTS

Bid Tab



OESBD Document



Using Agency Concurrence



Certificate of Insurance



Price Analysis



Sole Source



Sole Brand



Purchasing Agent Report

Board or County Administrator Approved
Emergency Memo

Other

Armstrong Relocation

Bid Contact **Michael KEAN**
mikekean100@yahoo.com
Ph 954-868-8150

Address **8150 NW 51st Street**
Lauderhill, FL 33351

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
GEN2123165B1--01-01	Move Coordinator/Project Manager (Regular Hours)	Supplier Product Code:	First Offer - \$30.00	400 / hour	\$12,000.00 Y
GEN2123165B1--01-02	Move Supervisors (Regular Hours)	Supplier Product Code:	First Offer - \$29.00	400 / hour	\$11,600.00 Y
GEN2123165B1--01-03	Move Workers (Regular Hours)	Supplier Product Code:	First Offer - \$27.00	3600 / hour	\$97,200.00 Y
GEN2123165B1--01-04	Move Drivers (Regular Hours)	Supplier Product Code:	First Offer - \$28.00	700 / hour	\$19,600.00 Y
GEN2123165B1--01-05	Move Installers (Regular Hours)	Supplier Product Code:	First Offer - \$28.00	300 / hour	\$8,400.00 Y
GEN2123165B1--01-06	File Move Attendants (Regular Hours)	Supplier Product Code:	First Offer - \$27.00	400 / hour	\$10,800.00 Y
GEN2123165B1--01-07	Installation Project Manager (Regular Hours)	Supplier Product Code:	First Offer - \$30.00	200 / hour	\$6,000.00 Y
GEN2123165B1--01-08	Move IT Disconnect/Reconnect Specialist (Regular Hours)	Supplier Product Code:	First Offer - \$27.00	720 / hour	\$19,440.00 Y
GEN2123165B1--01-09	Move Coordinator/Project Manager (After Hours)	Supplier Product Code:	First Offer - \$30.00	400 / hour	\$12,000.00 Y
GEN2123165B1--01-10	Move Supervisors	Supplier	First Offer - \$29.00	720 / hour	\$20,880.00 Y

(After Hours)		Product Code:				
GEN2123165B1--01-11	Move Workers (After Hours)	Supplier Product Code:	First Offer - \$27.00	4600 / hour	\$124,200.00	Y
GEN2123165B1--01-12	Move Drivers (After Hours)	Supplier Product Code:	First Offer - \$28.00	400 / hour	\$11,200.00	Y
GEN2123165B1--01-13	Move Installers (After Hours)	Supplier Product Code:	First Offer - \$28.00	1240 / hour	\$34,720.00	Y
GEN2123165B1--01-14	Installation Project Manager (After Hours)	Supplier Product Code:	First Offer - \$30.00	200 / hour	\$6,000.00	Y
GEN2123165B1--01-15	Move IT Disconnect/Reconnect Specialist (After Hours)	Supplier Product Code:	First Offer - \$27.00	300 / hour	\$8,100.00	Y
GEN2123165B1--01-16	File Move Attendants (After Hours)	Supplier Product Code:	First Offer - \$27.00	1340 / hour	\$36,180.00	Y
GEN2123165B1--01-17	Moving Van - 1,592 cu. Ft. - minimum includes truck and driver	Supplier Product Code:	First Offer - \$440.00	200 / day	\$88,000.00	Y
GEN2123165B1--01-18	Moving Van - 1401 cu. Ft. - minimum includes truck and driver	Supplier Product Code:	First Offer - \$440.00	90 / day	\$39,600.00	Y
GEN2123165B1--01-19	Moving Van - 855 cu. Ft. - minimum includes truck and driver	Supplier Product Code:	First Offer - \$370.00	90 / day	\$33,300.00	Y
GEN2123165B1--01-20	Moving Van - 669 cu. Ft. - minimum includes truck and driver	Supplier Product Code:	First Offer - \$370.00	90 / day	\$33,300.00	Y
GEN2123165B1--01-21	Moving Van - 400 cu. Ft. - minimum includes truck and driver	Supplier Product Code:	First Offer - \$344.00	90 / day	\$30,960.00	Y
GEN2123165B1--01-22	Cargo Van - 317 cu.	Supplier	First Offer - \$344.00	90 / day	\$30,960.00	Y

Ft. - minimum includes
truck and driver**Product
Code:**

GEN2123165B1--01-23	Barcode Location Labels 3 Inch	Supplier Product Code:	First Offer - \$6.00	20 / set	\$120.00	Y
GEN2123165B1--01-24	Barcode Location Labels, 1 Inch	Supplier Product Code:	First Offer - \$6.00	20 / set	\$120.00	Y
GEN2123165B1--01-25	Flatbed Cart, Lease	Supplier Product Code:	First Offer - \$10.00	50 / each	\$500.00	Y
GEN2123165B1--01-26	Moving Supplies Carton, Purchase, Small Box	Supplier Product Code:	First Offer - \$1.00	500 / each	\$500.00	Y
GEN2123165B1--01-27	Moving Supplies Carton, Purchase, Medium Box	Supplier Product Code:	First Offer - \$1.60	750 / each	\$1,200.00	Y
GEN2123165B1--01-28	Moving Supplies Carton, Purchase, Large Box	Supplier Product Code:	First Offer - \$2.05	750 / each	\$1,537.50	Y
GEN2123165B1--01-29	Moving Supplies Carton, Purchase, Extra Large Box	Supplier Product Code:	First Offer - \$3.00	475 / each	\$1,425.00	Y
GEN2123165B1--01-30	Moving Supplies Carton, Purchase, Letter Tote Box	Supplier Product Code: Supplier Notes: Has a separate top	First Offer - \$3.20	250 / each	\$800.00	Y
GEN2123165B1--01-31	Moving Supplies Carton, Purchase, Legal Tote Box	Supplier Product Code:	First Offer - \$2.50	1000 / each	\$2,500.00	Y
GEN2123165B1--01-32	Moving Services Furniture Disassembly and Assembly	Supplier Product Code:	First Offer - \$22.00	300 / each	\$6,600.00	Y
GEN2123165B1--01-33	Moving Services	Supplier	First Offer - \$0.30	500 / each	\$150.00	Y

Supplies Storage Carton, Lease, Small Cartons (15 Quarts)		Product Code: Supplier Notes: Unit price is per day charge each				
GEN2123165B1--01-34	Moving Services Supplies Storage Carton, Lease, Medium Cartons (66 Quarts)	Supplier Product Code: Supplier Notes: Unit price is per day charge each one	First Offer - \$0.30	750 / each	\$225.00	Y
GEN2123165B1--01-35	Moving Services Supplies Storage Carton, Lease, Large Cartons (106 Quarts)	Supplier Product Code: Supplier Notes: Unit price is per day charge each one	First Offer - \$0.30	10000 / each	\$3,000.00	Y
GEN2123165B1--01-36	Dollies/Four Wheelers Lease	Supplier Product Code: Supplier Notes: No charge when performing moving services	First Offer - \$0.00	50 / each	\$0.00	Y
GEN2123165B1--01-37	Pallet Jack Lease	Supplier Product Code:	First Offer - \$10.00	10 / each	\$100.00	Y

Code:						
GEN2123165B1--01-38	Plastic totes (or bins), inclusive of file bars	Supplier Product Code:	First Offer - \$0.30	500 / each	\$150.00	Y
GEN2123165B1--01-39	Wooden equipment carts, Lease	Supplier Product Code: Supplier Notes: Unit price is price per day	First Offer - \$3.00	10 / each	\$30.00	Y
GEN2123165B1--01-40	Wooden Book Carts, Lease	Supplier Product Code: Supplier Notes: Unit price is price per day	First Offer - \$5.00	100 / each	\$500.00	Y
GEN2123165B1--01-41	Speed Packs	Supplier Product Code: Supplier Notes: No charge when used during move	First Offer - \$0.00	50 / each	\$0.00	Y
GEN2123165B1--01-42	Bubble wrap	Supplier Product Code:	First Offer - \$0.21	25000 / linear foot	\$5,250.00	Y
GEN2123165B1--01-43	Panel Carts	Supplier Product Code: Supplier Notes: Unit price is per day	First Offer - \$4.75	50 / each	\$237.50	Y

GEN2123165B1--01-44	Labels	Supplier Product Code:	First Offer - \$25.00	20 / set	\$500.00	Y
GEN2123165B1--01-45	Packing tape	Supplier Product Code:	First Offer - \$0.0084	25000 / linear foot	\$210.00	Y
GEN2123165B1--01-46	Anti-static, large computer and peripheral secure bags	Supplier Product Code:	First Offer - \$1.20	250 / each	\$300.00	Y
GEN2123165B1--01-47	Shrink Wrap	Supplier Product Code:	First Offer - \$0.008	25000 / linear foot	\$200.00	Y
GEN2123165B1--01-48	Secure Shrink Wrap (Black/Non-See Thru)	Supplier Product Code:	First Offer - \$0.014	25000 / linear foot	\$350.00	Y
GEN2123165B1--01-49	Temporary placards	Supplier Product Code:	First Offer - \$10.00	20 / set	\$200.00	Y
GEN2123165B1--01-50	Cardboard Boxes, boxes to be pop-up cartons with NO TAPE required.	Supplier Product Code:	First Offer - \$3.00	250 / each	\$750.00	Y
GEN2123165B1--01-51	Colored Space Plans	Supplier Product Code:	First Offer - \$14.00	20 / set	\$280.00	Y
GEN2123165B1--01-52	Record/Filling Move Project Manager (Regular Hours)	Supplier Product Code:	First Offer - \$30.00	200 / hour	\$6,000.00	Y
GEN2123165B1--01-53	Record/Filling Move Project Manager (After Hours)	Supplier Product Code:	First Offer - \$30.00	200 / hour	\$6,000.00	Y
GEN2123165B1--01-54	Record/Filling Move Supervisor (Regular Hours)	Supplier Product Code:	First Offer - \$28.00	200 / hour	\$5,600.00	Y
GEN2123165B1--01-55	Record/Filling Move Supervisor (After Hours)	Supplier Product Code:	First Offer - \$28.00	200 / hour	\$5,600.00	Y

GEN2123165B1--01-56	Administrative Filling Move Staff (Regular Hours)	Supplier Product Code:	First Offer - \$27.00	200 / hour	\$5,400.00	Y	
GEN2123165B1--01-57	Administrative Filling Move Staff (After Hours)	Supplier Product Code:	First Offer - \$27.00	200 / hour	\$5,400.00	Y	
GEN2123165B1--01-58	Skids (30 days storage)	Supplier Product Code:	First Offer - \$18.00	3000 / each	\$54,000.00	Y	
GEN2123165B1--01-59	Skids (14 days storage)	Supplier Product Code:	First Offer - \$9.00	1000 / each	\$9,000.00	Y	
GEN2123165B1--01-60	Skids (7 days storage)	Supplier Product Code:	First Offer - \$4.50	1000 / each	\$4,500.00	Y	Y
Bid Allowance			\$250,000.00				
					Supplier Total	\$823,675.00	

Armstrong Relocation

Item: **Skids (7 days storage)**

Attachments

Mover Registration.pdf

Tax Reciept.pdf

Dept of Agriculture Mover Registration.pdf

Broward County Bid COI.PDF

Broward County Bid Company Information.pdf



**Board of County Commissioners, Broward County, Florida
Environmental and Consumer Protection Division**

MOVER REGISTRATION

The holder of this registration is hereby authorized to engage in the transportation of household goods for compensation in Broward County.

This registration is issued pursuant to Broward County Ordinance 94-34.
Said registration is not transferable and may be suspended or revoked as provided by law.

Issue to:

ARMSTRONG RELOCATION FLORIDA, LLC

<u>9/29/2021</u>	<u>9/30/2022</u>	<u>MV-225</u>	<u>JEFFERY D. HALSEY</u>
Issued Date:	Expiration Date:	License Number:	Jeffery D. Halsey

09373



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2021 - 2022**

Business Tax Receipt Valid from: October 1, 2021 through September 30, 2022

4470370
ARMSTRONG RELOCATION FLORIDA LLC
3101 NW 27 AVE
SUITE 111
POMPANO BEACH FL 33069

9/21/2021

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: ARMSTRONG RELOCATION FLORIDA
BUSINESS LOCATION: 3101 NW 27 AV POMPANO BEACH FL

RECEIPT NO: 22-00099949
CLASSIFICATION
MOVING AGENT WITH STORAGE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

February 25, 2021

ARMSTRONG RELOCATION FLORIDA, LLC
3101 NW 27TH AVE STE 111
POMPANO BEACH, FL 33069-1131

SUBJECT: Registration Number: IM363

Your application and fee for registration as an Intrastate Mover of Household Goods as required in Florida by Chapter 507, Florida Statutes, have been received and processed.

This certificate should be prominently displayed in your primary place of business. This registration is not valid at any place of business other than those designated in your application, unless the Department is notified in writing in advance of any change of location. This registration is not assignable. You may not conduct business under more than one name except as registered.

PLEASE NOTE the new law requires you to provide to the shipper a written estimate and contract prior to providing any moving services. The estimate and contract must also be signed and dated by both the shipper and mover. In addition, all contracts must contain the following phrase: "_____ is registered with the State of Florida as a Mover. Registration No. _____." Each advertisement you place must include the phrase: "Fla. Mover Reg. No. _____". Each of the mover's vehicles must display a sign on the driver's side door which includes at least one of these phrases in lettering of at least 1.5 inches in height.

If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



POST CERTIFICATE
CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **IM363**
Issue Date: February 24, 2021
Expiration Date: December 7, 2022

Intrastate Mover of Household Goods Registration Certificate

Chapter 507, Florida Statutes

ARMSTRONG RELOCATION FLORIDA, LLC
3101 NW 27TH AVE STE 111
POMPANO BEACH, FL 33069-1131

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



VICTORY PACKAGING
 FL-Orlando
 350 GILLS DRIVE
 ORLANDO
 FL 32824
 Phone:888-216-8108
 Fax:888-216-8107

Customer Price List

Broward County Board of
 Commissioners

4370730
 ARMSTRONG RELOCATION, FL, LLC.
 3101 NW 27TH AVENUE
 SUITE 111
 POMPANO BEACH
 FL 33069
 Sales Rep:Ryan Thomas
 Terms of Payment:3% 20 / Net 4

GEN2123165B1

Page: 1
 Date printed: 11/23/21

Item#	PACKAGING BOXES	Bdle	Skid	Price	UOM
15	BOOK CARTON	25	200	0.8900	EA
15#ARM	BOOK CARTON / ARMSTRONG	25	200	0.8900	EA
15#UN	BOOK CARTON / UNITED	25	200	0.8900	EA
30	MEDIUM CARTON	15	150	1.4300	EA
30#ARM	MEDIUM CARTON / ARMSTRONG	15	150	1.4300	EA
30#UN	MEDIUM CARTON / UNITED	15	150	1.4300	EA
45L	4.5 LARGE LAYDOWN 24X18X18	15	150	1.8400	EA
45TNP	LARGE CARTON TALL NO PRINT	15	150	1.8400	EA
51	DISH PACK	10	90	3.1700	EA
51#ARM	DISH PACK / ARMSTRONG	10	90	3.1700	EA
51#UN	DISH PACK / UNITED	10	90	3.1700	EA
61	EXTRA LARGE CARTON	15	150	2.7200	EA

Item#	WARDROBE BOX/BARS	Bdle	Skid	Price	UOM
BAR18	HANGER BAR - 18"	1	2000	1.1500	EA
BAR24	HANGER BAR - 24"	50	1600	0.9400	EA
LDWD	LAYDOWN WARDROBE	1	150	3.5500	EA
WD18	18" WARDROBE CARTON	1	80	5.7600	EA
WD24	24" WARDROBE CARTON	1	50	7.1700	EA
WD24S	WARDROBE 24" SHORTY	1	80	7.3000	EA

Item#	MATTRESS BOXES	Bdle	Skid	Price	UOM
3/3	3/3 MATTRESS BOX	1	100	6.0300	EA
4/6	4/6 MATTRESS BOX	1	100	6.6200	EA
CRIB	CRIB MATTRESS BOX	1	150	4.3000	EA
KQPT14	KING/QUEEN PILLOWTOP 1PC 14"	1	100	10.0900	EA
KQS	KING QUEEN & SPLIT UNIV. COMBO	1	100	6.5700	EA

Item#	MIRROR BOXES	Bdle	Skid	Price	UOM
M30	MIRROR 30X40 (4PC)	5	75	3.4800	SET
M40	MIRROR 40X60 (4PCS)	5	75	3.8600	SET
MTRM	MIRROR TRACKS MEDIUM	50	750	0.7700	EA

Item#	RECORD STORAGE/OFFICE MOVING	Bdle	Skid	Price	UOM
RSB	RECORD STORAGE BOTTOM	20	300	2.0500	EA
RST	RECORD STORAGE TOP	1	2400	0.9900	EA
TOTL	POP TOTE BOX LEGAL	10	100	2.0700	EA

Item#	HOLD BAGGAGE / CARGO BOXES	Bdle	Skid	Price	UOM
EC	E CONTAINER	1	80	20.7300	EA
PPP10	10 CUBE (36 X 18 1/2 X 26)	1	75	12.9900	EA
PPP15	15 CUBE PPP SPEC 1364C	1	75	19.5300	EA
PPP5	5 CUBE PPP SPEC 1364C	1	75	9.1400	EA

Item#	SPECIALTY BOXES	Bdle	Skid	Price	UOM
BIKE	CRIB/BIKE TRIWALL	1	40	30.6200	EA
CBIN	COMMERCIAL BIN 48X24X28 ECT-61	1	50	16.4000	EA
CLB	CLOCK BOX 600LB 90 X 25 X 17	1	50	43.7800	EA
HP	HAMPER	1	75	14.0900	EA
LAMP	LAMP CARTON	15	135	3.5600	EA
SOFA	SOFA TRI-WALL 100X40X40	1	40	91.6900	EA

Item#	PAPER PADS	Bdle	Skid	Price	UOM
P3P48	PAPER PAD 48X72 3-PLY	25	500	0.7400	EA
P3P60	PAPER PAD 60X72 3-PLY	25	500	0.9300	EA
RC48	48"X250' SINGLEFACE ROLL	1	12	60.6100	EA

Item#	BUBBLE	Bdle	Skid	Price	UOM
B48L-S24P12	BUBBLE 1/2"X48"X250' S-24 P-12	1	1	68.7500	RL
BP1248S24P12	BUBBLE 1/2X48X250' P-12 S-24AS	1	1	82.2500	RL
BP2P12	BUBBLE 1/2"X48"X250' PERF 12"	1	1	68.7500	EA
BP48LS12P12	BUBBLE 1/2"X48"X250' S-12 P-12	1	1	68.7500	RL
BPP48S24P12	BUBBLE 3/16 X 48 X 500 SLIT 24	1	1	97.8100	RL
LABVB	BUBBLE 3/16X48X250' LAMINATED	1	1	96.5100	RL



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Item#		Bdle	Skid	Price	UOM
N15932-EB	BUBBLE				
WL	BUBBLE 3/16"X12"X150'PERF 12"	1	8	41.2500	RL
	WASHER LOCKS	1	1	3.1300	EA
Item#		Bdle	Skid	Price	UOM
NP	PACKING PAPERS				
	NEWSPRINT SHEETS 25LBS BUNDLE	25	2000	0.5600	LBS
Item#		Bdle	Skid	Price	UOM
IT61	TAPES				
IT71C2110	TAPE HOT MELT 48MM X 50M TAN	36	2592	0.8100	RL
IT71T2110	TAPE HOT MELT 7100 48MM X 100M	36	2160	2.2800	RL
	TAPE HOT MELT 48MM X 100M TAN	36	2160	2.2800	EA
Item#		Bdle	Skid	Price	UOM
D	KITS - MULTIPLE COMPONENTS				
LDN	D CONTAINER	1	10	36.7200	EA
TVBOX	LDN CONTAINER	1	1	102.8100	EA
VPA132608	STANDARD 2PC TV KIT	1	10	16.4400	EA
VPA135253	50" PLASMA TV KIT 0/15	1	15	96.7000	EA
	60" PLASMA TV KIT 0/15	1	15	113.1000	EA
Item#		Bdle	Skid	Price	UOM
SB6	STOCK CORRUGATED NO MOVER/CUST				
	SB 6 X 6 X 6 RSC 32ECT C KR PL	25	1125	0.3300	EA
Item#		Bdle	Skid	Price	UOM
VP2001	MOVER BLANKETS/PADS				
VP2003	84lb. 72X80 DK/LT/BLUE WOVEN	1	12	77.9900	DZ
	54lb 72X80 BLUE/BLUE NON-WOVEN	1	16	55.6500	DZ
Item#		Bdle	Skid	Price	UOM
VP40602-17	MATERIAL HANDLING				
VP40602-18	CAM STRAP 12' E-TRACK YELLOW	1	20	8.5000	EA
VP40602-19	CAM STRAP 16' E-TRACK GREY	1	20	9.7900	EA
VP71983	CAM STRAP 20' E-TRACK BLUE	1	20	7.8400	EA
VP71984	Small rubber band 25" BEIGE	1	25	13.0500	DZ
VP71985	MEDIUM RUBBER BAND 30" GREEN	1	25	13.0500	DZ
	LARGE RUBBER BAND 36" BLUE	1	25	13.0500	DZ
Item#		Bdle	Skid	Price	UOM
FSI	FI-FUEL SURCHARGE				
	ENERGY SURCHARGE	1	25	15.0000	EA
Item#		Bdle	Skid	Price	UOM
KLIMP	METAL KLIMPS FOR CRATES				
	KLIMP FOR STORAGE VAULT 4"	1	10	337.8400	CS
Item#		Bdle	Skid	Price	UOM
SS3/4	METAL STRAPPING				
SS5/8	STEEL STRAPPING 3/4"X.023	1	14	202.4800	COIL
SSL020	5/8"X.023" STEEL STRAPPING	1	14	202.4800	COIL
	STRAP,STEEL 1/2X.020 ECONOMY	1	14	178.6700	RL
Item#		Bdle	Skid	Price	UOM
GR-FULL-MATTBAG	POLY BAGS				
GR-KING-MATTBAG	MATTRESS BAG 54X14X91 3ML FULL	48	1	4.0500	BAG
GR-QUEEN-MATTBAG	MATTRESS BAG 78X14X100 3ML KNG	30	1	6.0300	BAG
GR-TWIN-MATTBAG	MATTRESS BAG 60X14X96 3ML QN	42	0	4.6600	BAG
R33	MATTRESS BAG 39X14X91 3ML TWIN	60	1	3.1600	BAG
R46	TWIN MATTRESS BAG BULK (EACH)	1	72	2.6500	EA
R50	FULL MATTRESS BAG BULK (EACH)	1	54	3.3700	EA
R66	QUEEN MATTRESS BAG BULK (EACH)	1	48	3.8600	EA
	KING MATTRESS BAG BULK (EACH)	1	36	4.7800	EA
Item#		Bdle	Skid	Price	UOM
STR15100	FILMS ROLLS + SHEETS NO BAGS				
	STRETCH 15X100 SIGMA 4/CS	1	48	52.2800	CS
Item#		Bdle	Skid	Price	UOM
BSF	STRETCH INCL BANDING, COLORS				
HPB181557	STRETCH 18X1500' 80GA BLACK	1	36	84.3200	CS
STRETCH	STRETCH 18 X 1500 57GAUGE	1	48	47.3700	CS
VPSTRETCH	STRETCH 18"X1500' 80GA	1	36	80.3000	CS
	STRETCH 18X1500' STANDARD	1	36	80.3000	CS



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Item#		PAPER BUTCHER + WRAP + TISSUE	Bdle	Skid	Price	UOM
GP4850		GLASSINE PAPER 48"X50	1	12	59.5500	EA
KP2450		KRAFT PAPER 24" 50#	1	50	22.0000	RL
KP3650		KRAFT PAPER 36" 50#	1	25	32.6400	RL
KP4850		KRAFT PAPER 48" 50#	1	25	49.0800	RL
Item#		SURFACE PROTECTION RUNNERS	Bdle	Skid	Price	UOM
VPCS24200L		CARPET MASK CLEAR 24" X 200'	1	100	48.0800	RL
Item#		TAPE ADHESIVE + LABEL PROTECT	Bdle	Skid	Price	UOM
36948X55T		TAPE 3M 369 48MM X 50M TAN	36	1620	0.8100	RL
37148X100C		TAPE 3M 371 48MM X 100M CLEAR	36	1620	2.2800	RL
37148X100T		TAPE 3M 371 48MM X 100M TAN	36	2160	2.2800	RL
Item#		WOOD PALLETS	Bdle	Skid	Price	UOM
D4PLT		4 WAY PALLET (58 X 41 X 45)	1	1	24.2300	EA

Armstrong Relocation

Information concerning Armstrong Relocations experience

FIRM-WIDE EXPERIENCE

Our leadership team has 130 years' experience in the moving industry.

Alex Herrera	President 15 years' experience
Bruce Colton	Executive Vice President 40 years' experience
Michael Kean	Vice President Commercial Services/Project Manager 35 years' experience
Jamie Vincent	Operations Coordinator 20 years' experience
Jaime Vilorio	Project Supervisor 20 years' experience

PROJECT MANAGEMENT

Armstrong will assign a project manager Michael Kean to your contract/projects. He will be responsible to manage all facets and phases of your relocation project. Michael has 35 years' experience in the relocation industry.

Michael is currently managing the School District of Palm Beach County, Florida. He has also managed many large projects ranging from large office moves for WeWorks' 15 story downtown Miami building delivering/installing over 1600 office set ups and relocations such as an \$500,000.00 relocation for a Miami based marketing company comprised of 650 employees and a 600,000 square foot office/production facility in 2013.

Armstrong Relocation, Florida LLC
3101 NW 27TH Ave. Ste. 111
Pompano Beach, FL 33069

Supplier: **Armstrong Relocation**

GENERAL CONDITIONS
Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

A. GENERAL PROVISIONS

1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on its response to this solicitation:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that this solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY'S ACCEPTANCE OF VENDOR'S OFFER AS SET FORTH IN ITS RESPONSE TO THE SOLICITATION, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.
- (e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

B. TERMS AND CONDITIONS OF THE SOLICITATION

1. Responses.

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are in Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

2. Withdrawal.

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation before the expiration of 120 days after the date of opening responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

3. Bid Opening (Invitations to Bid only).

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

4. Cancellation of Bids.

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

5. Addenda.

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a non-clerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

6. Prices, Terms, and Payments.

All solicitation responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

(d) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

7. Awards.

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

8. Qualifications of Vendors.

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of

citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

9. Affiliated Companies Entities of the Principal(s).

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

10. Resolution of Protested Solicitations and Proposed Awards.

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any 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 EBS.

(c) The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m., except County holidays. Failure to timely file a protest within the timeframes specified shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a filing fee. The filing fee shall be calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

11. Public Entity Crimes & Public Business Discrimination.

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

12. Prohibited Telecommunications Equipment.

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

13. Criminal History Screening Practices.

By submission of its response to this solicitation, Vendor represents and certifies 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.

14. Construction Apprenticeship Program (Construction Contracts only).

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

15. State of Florida Division of Corporations Requirements.

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. For further information, contact the Florida Department of State, Division of Corporations. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

16. Cone of Silence Ordinance (Invitations to Bid).

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Broward County Board of County Commissioners.

17. Contingency Fees.

By submission of this solicitation response, Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

18. Local Business Tax Receipt Requirements.

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

19. Dun & Bradstreet Report Requirement.

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

20. Samples.

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

21. "Or Equal" Clause.

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or vendors that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

22. Procurement Code.

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

23. Legal Requirements.

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses to this solicitation, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

C. TERMS AND CONDITIONS OF CONTRACT

1. Contract Period.

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

2. Orders and Quantities.

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

3. Invoice and Payment.

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for deliveries made by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

4. Termination.

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County

Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience:** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract, unless directed otherwise in writing by the County. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the date of termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate this contract for convenience, the receipt and adequacy of which are hereby acknowledged.

5. Conditions and Packaging.

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

6. Safety Standards.

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

7. Rejection of Nonconforming Items.

The County may withhold acceptance of, or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs or medication. With respect to foodstuffs and medication, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.

8. Inspection, Acceptance, and Title.

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Vendor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Vendor represents and certifies that if Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the Contract, or if Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to County.

10. Insurance.

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of this contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

11. Indemnification.**(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):**

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

b) Construction contracts (as defined in Section 725.06, Florida Statutes): Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

12. Notice.

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

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

Contractor must identify in its response a designated person and address to whom notice shall be sent when required by the contract.

13. Jurisdiction, Venue, Waiver of Jury Trial.

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Patents and Royalties.

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection

with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

15. Assignment; Subcontractors.

Except for subcontracting approved by the County in advance, neither this contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

16. Equal Employment Opportunity.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing or similar language in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

17. County Business Enterprise (CBE).

This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable. Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

18. Domestic Partnership Requirement.

This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

19. Criminal History Screening.

Unless exempted under Section 26-125, Broward County Code of Ordinances, Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

20. Drug-Free Workplace.

Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements, Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

21. Apprenticeship Program (Construction Contracts Only).

This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances. For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

22. Modifications.

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

23. Purchase by Other Governmental Agencies.

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of this contract between the County and Contractor.

24. Public Records.

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding this contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

25. Audit Right and Retention Records.

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this contract and performance under this contract. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its subcontractor shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

26. Ownership of Documents.

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

27. Special Notice.

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

28. Code Requirements.

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

29. Contractor Responsibilities.

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

30. Warranties and Guarantees.

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

31. Contractor Evaluation.

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf. An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

32. Independent Contractor.

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under this contract.

33. Regulatory Capacity.

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.

34. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

35. Third-Party Beneficiaries.

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into this contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this contract and that no third party shall be entitled to assert a right or claim against either of them based upon this contract.

36. Compliance with Laws.

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

37. Severability.

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

Supplier: **Armstrong Relocation**

VENDOR QUESTIONNAIRE Quotations and Invitations for Bids

The completed Vendor Questionnaire 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 written request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; 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 form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **Armstrong Relocation, Florida LLC**
2. Doing Business As/Fictitious Name (if applicable): **Armstrong Relocation**
3. Federal Employer I.D. no. (FEIN): **62-1763856**
4. Dun and Bradstreet No.:
5. Website address (if applicable): **www.fortlauderdale.armstrongrelocation.com**
6. Principal place of business address: **3101 NW 27th Ave. #111 Pompano Beach, FL 33069**
7. Office location responsible for this project: **3101 NW 27th Ave. #111 Pompano Beach, FL 33069**
8. Telephone no.: **9548688150** Fax no.: **954-956-0088**
9. Type of business (check appropriate box):
 - ☐ Corporation (specify the state of incorporation):
Florida
 - ☐ Sole Proprietor
 - ☒ Limited Liability Company (LLC)
 - ☐ Limited Partnership
 - ☐ General Partnership (State and County filled in)
 - ☐ Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM: Name:
Michael Kean
Title: **VP Commercial Services**
E-mail: **mkean@goarmstrong.com**
Telephone No.: **9548688150**

Name: **Alex Herrera**
Title: **President**
E-mail: **aherrera@goarmstrong.com**
Telephone No.: **954-956-0059**

Generic e-mail for purchase orders: **mkean@goarmstrong.com**
(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)
11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **James T Watson**
 - b) **Michael T Watson**
 - c) **Clyde H Springer Trust**

d)

12. Affiliated Entities of the Principal(s): List 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. 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.

a)

b)

c)

d)

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 the reinstatement date, if granted.

☐ Yes ☒ No

15. Specify the type of services or commodities your firm offers:

Moving and storage

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

23

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?

☒ Yes ☐ No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchase?

☐ Yes ☐ No ☒ N/A (if service)

19. 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

20. 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

21. 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

22. Has your firm's surety ever intervened to assist in the completion of a contract or 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 company.

☐ Yes ☒ No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?

☐ Yes ☒ No

24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.

☒ Yes ☐ No

25. 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 the contract. Living Wage had an effect on the pricing

☐ Yes ☒ No

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. 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), the 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 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.

Select One:

☒ Vendor certifies that this offer is made independently and free from collusion; or

☐ 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.

27. 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?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

28. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

School District of Palm Beach County, Florida

29. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☒ No

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☒ No

31. What equipment does your firm own that is available for this contract?

12 Box trucks, 6 tractors, 20 trailers, dollies, panel carts, library carts, machine carts, and building protection items.

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **School Relocations / Have completed over 80 large school relocation, furniture removal and redistribution projects. We have handled over 125,000 pieces of furnishings to include administration furniture, classroom furniture and boxes containing classroom supplies, records, office materials, library items and computers. All projects were completed on time and on budget. There are ongoing projects slated for the next two years.**

Contract/Project Title: **School District of Palm Beach County, Florida**

Agency:

Contact Name/Title: **Mark Sagovac**

Contact Telephone: **561-722-1799**

Email: **mark.sagovac@palmbeach-schools.org**

Contract/Project Dates (Month and Year): **9-01-2017 - 9/04/2023**

Contract Amount: **3,000,000.00**

Reference 2:

Scope of Work: **As a vendor for Logistics Plus, we have completed over 10 large office projects consisting of receiving at our warehouse, storage, inventory control, delivery and installation of over 10,000 pieces of office furnishings to include desks, chairs, filing cabinets, conference rooms, breakrooms, huddle rooms, storage rooms, and lobby/waiting rooms. We have also completed the removal, packaging, storage, redistribution, and installation of 110 hotel suites/apartments consisting of over 5000 pieces of furniture/furnishings. We currently have two projects slated for completion the first quarter of 2022**

Contract/Project Title: **Logistics Plus**

Agency:

Contact Name/Title: **Ken Bowen VP FF&E Division**

Contact Telephone: **949-228-0470**

Email: **ken.bowen@logisticsplus.com**

Contract/Project Dates (Month and Year): **2018-2022**

Contract Amount: **\$500,000**

Reference 3:

Scope of Work: **As a vendor for University Furnishings we have completed over 5 large projects consisting of receiving at our warehouse, storage, inventory control, delivery and installation of over 12,000 pieces of dorm room furnishings in the tri county area including over 700 rooms in Davie Florida.**

Contract/Project Title: **University Furnishings**

Agency:

Contact Name/Title: **Buddy Sample VP**

Contact Telephone: **469-687-8994**

Email: **buddy@universityfurnishings.net**

Contract/Project Dates (Month and Year): **2018-2021**

Contract Amount: **\$350,000**

Revised May 1, 2021

Supplier: **Armstrong Relocation**

LITIGATION HISTORY FORM

- 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.

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)

☐ Parent Company

☐ Subsidiary

☐ Predecessor Firm

☐ None of the above

If Yes: Name of Parent Subsidiary/Predecessor:

Vendor is Plaintiff ☐

Vendor is Defendant ☐

Case Number

Case Name

Date Filed

Name of Court
or other Tribunal:

Type of Case: Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count:

Brief Description of the Subject Matter and Project Involved:

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☐

Judgement: Vendor's Favor ☐ Against Vendor ☐

If Judgement is Against is Judgement Satisfied? Yes: ☐ No: ☐

Attach copy of any applicable Judgement, Settlement Agreement and Satisfaction of Judgement.

Opposing Counsel Name:

Opposing Counsel email:

Opposing Counsel Phone:

Vendor Name:

Revised May 1, 2021

Supplier: **Armstrong Relocation**

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),
- 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),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - 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**:

**3101 NW 27th Ave. #111
Pompano Beach, FL 33069**

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

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

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

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

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

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

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

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

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

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

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

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

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

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

AUTHORIZED SIGNATURE/NAME: **Michael Kean**

TITLE: **VP Commercial Services**

VENDOR NAME: **Armstrong Relocation Florida, LLC**

DATE: **11/30/2021**

Revised May 1, 2021

Supplier: **Armstrong Relocation**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

The completed and signed 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.

- 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, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in Periscope S2G.

- 1. Subcontracted Firm's Name: **Epic Moving & Crating**
Subcontracted Firm's Address: **7723 Oak Grove Circle Lake Worth, FL 33467**
Subcontracted Firm's Telephone Number: **561-632-0978**
Contact Person's Name and Position: **Jaime Vilorio President**
Contact Person's E-Mail Address: **goepicmoving@gmail.com**
Estimated Subcontract/Supplies Contract Amount: **34%**
Type of Work/Supplies Provided: **All moving related services, packing, furniture and IT disconnect/reconnect, relocation, supervision, tagging, inventory control,**
- 2. Subcontracted Firm's Name: **WMS Relocation**
Subcontracted Firm's Address: **4130 NE 4th Terrace Pompano Beach, FL 33064**
Subcontracted Firm's Telephone Number: **954-868-6670**
Contact Person's Name and Position: **Wilbur Maldonado President**
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount: **33%**
Type of Work/Supplies Provided: **All moving related services, packing, furniture and IT disconnect/reconnect, relocation, supervision, tagging, inventory control,**
- 3. Subcontracted Firm's Name: **EJ Express of Florida LLC**
Subcontracted Firm's Address: **2631 NE 20th Ave. Lighthouse Point FL 33064**
Subcontracted Firm's Telephone Number: **240-405-6015**
Contact Person's Name and Position: **Erick Jiron-Lozano Manager**
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount: **33%**
Type of Work/Supplies Provided: **All moving related services, packing, furniture and IT disconnect/reconnect, relocation, supervision, tagging, inventory control,**
- 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.

Michael Kean
Authorized Signature/Name

VP of Commercial Services
TITLE

Armstrong Relocation, Florida LLC
Vendor Name

12/1/2021
DATE

Revised May 1, 2021

Supplier: **Armstrong Relocation**

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a 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

Armstrong Relocation Florida, LLC(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.

Michael Kean
AUTHORIZED SIGNATURE/NAME

VP Commercial Services
TITLE

11/30/2021
DATE

Revised May 1, 2021

Supplier: Armstrong Relocation**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

The completed and signed 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.

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, as amended; 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 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).

Armstrong Relocation, Florida LLC
VENDOR NAME

VP Commercial Services
TITLE

12/1/2021
DATE

REVISED MAY 1, 2021

Supplier: Armstrong Relocation

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

The completed and signed 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.

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

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

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

Armstrong Relocation, Florida LLC
VENDOR NAME

VP Commercial Services
TITLE

11/30/2021
DATE

Revised May 1, 2021

Supplier: Armstrong Relocation

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM REQUIREMENT
CERTIFICATION**

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.

The State of Florida, Executive Order 11-116, requires Broward County, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County's request.

Michael Kean
NAME

VP Commercial Services
TITLE

Armstrong Relocation, Florida LLC
COMPANY

11/30/2021
DATE

Revised May 1, 2021

Supplier: **Armstrong Relocation**

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: **Michael Kean**

VENDOR NAME: **Armstrong Relocation Florida, LLC**

TITLE: **VP Commercial Services**

DATE: **mikekean100@yahoo.com**

Revised May 1, 2021

Supplier: Armstrong Relocation

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION

The completed and signed 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.

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, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and a. 215.4725 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
- b. 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
- c. 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.

Michael Kean
Authorized Signature/Name

VP Commercial Services
TITLE

Armstrong relocation, Florida LLC
Vendor Name

11/30/2021
DATE

Revised May 1, 2021

Supplier: **Armstrong Relocation**

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. Applicant 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: **Armstrong Relocation**

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: **Own Vehicles**

Vendor Name: **Armstrong Relocation, Florida LLC**

Company Vehicle: ☒ Yes or ☐ No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

Supplier: **Armstrong Relocation**



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8088 • FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

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

2. Right to Protest

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

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

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

3. Cone of Silence: Right to Contact OESBD

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

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

Revised May 1, 2021

SUPPLEMENTAL INFORMATION

ARMSTRONG RELOCATION FLORIDA

2/16/2022

Broward County Purchasing Division
115 S. Andrews Ave. Room 212
Ft. Lauderdale, FL 33301

Re: Information Submittal for: Broward County Solicitation No. GEN2123165B1

Dear Ms. Clark-Forbes,

The information contained below and attached will constitute our response for the information requested by the Purchasing Department. Please let me know if there's any additional information needed to complete the evaluation of our bid response.

1. Vendor Question # 4: Answer: Dun and Bradstreet No. 052747339
2. Vendor Questionnaire No. 12: Answer: There are no affiliated entities of the principal(s) over the last five (5) years.....that have acted as a prime vendor with the county.
3. Vendor Question No. 20: Answer: Two of our firms' principals Michael Todd Watson and Clyde H. Springer Trust are principals of additional Armstrong Relocation companies throughout the United States. Each Armstrong Relocation company is a stand-alone entity. Armstrong Relocation, Florida, LLC is the only Florida moving company of which they are principals. A detailed list of companies can be provided, but it will take additional time for us to provide the vast amount of information being requested. I've attached a copy of a letter from one principal Alex Herrera, the President of Armstrong Relocation, Florida, LLC naming the principals of this company with a statement to the fact stated above. Attached is also a list of our other locations taken from our web site. Please let me know if additional information is needed to satisfy this question.
4. Letter of Authority to Bind: Answer: Attached is a letter from the President of the company verifying that Michael Kean has the authority to bind the company in a contractual purchase.

ARMSTRONG RELOCATION, FLORIDA, LLC
3101 NW 27TH Ave. Ste. 111
Pompano Beach, FL 33069
954-956-0059

ARMSTRONG RELOCATION FLORIDA

2/16/2022

Page 2

Broward County Purchasing Division

Re: Information Submittal for: Broward County Solicitation No. GEN2123165B1

5. Certification/Membership/Registration: Answer: Attached is a copy of our American Trucking Associations (ATA) membership (listed on their website), as the certificate couldn't be located in the office, a new certificate has been requested from ATA. We have also asked for certificates for our certification as Certified Moving Consultants from the American Trucking Associations (ATA), but it will take more than the three days allocated for us to secure them. They can be provided in about 10 business days.

Michael Kean has been certified since 2012 by the International Office Moving Institute (IOMI), his Certificate was misplaced and has requested a copy of a certificate to verify this certification. It will take additional time to secure a copy from IOMI.

Federal Motor Carrier Safety Administration -Registration: Answer: Attached is a copy from the FMCSA website showing our registration and our USDOT number 1894774

Florida Department of Agriculture and Consumer Services – Registration: Answer: A copy of our registration is attached.

Please let me know if any additional information is needed after reviewing our response to your requests.

Regards,



Michael Kean

Vice President of Commercial Services

Armstrong Relocation Florida
3101 NW 27th Avenue Suite 111
Pompano Beach, FL. 33069
Mkean@goarmstrong.com
954.868.8150 cell
954.956.0059 office

ARMSTRONG RELOCATION, FLORIDA, LLC
3101 NW 27th Ave. Ste. 111
Pompano Beach, FL 33069
954-956-0059

ARMSTRONG RELOCATION FLORIDA

2/15/2022

Broward County Purchasing Division
115 S. Andrews Ave. Room 212
Ft. Lauderdale, FL 33301

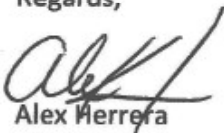
Re: Information Submittal for: Broward County Solicitation No. GEN2123165B1

Dear Ms. Clark-Forbes,

Please accept this letter as a statement concerning the principals of Armstrong Relocation, Florida, LLC. The principals are Alex Herrera, Operating President/Partner, Michael Todd Watson, and Clyde H. Springer Trust.

Two of our firms' principals Michael Todd Watson and Clyde H. Springer Trust are principals of additional Armstrong Relocation companies throughout the United States. Each Armstrong Relocation company is a stand-alone entity. Armstrong Relocation, Florida, LLC is the only Florida moving company of which they are principals.

Regards,


Alex Herrera
President

Armstrong Relocation, Florida, LLC
3101 NW 27th Avenue Suite 111
Pompano Beach, FL 33069

ARMSTRONG RELOCATION, FLORIDA, LLC
3101 NW 27th Ave. Ste. 111
Pompano Beach, FL 33069
954-956-0059



ARMSTRONG RELOCATION
& COMPANIES

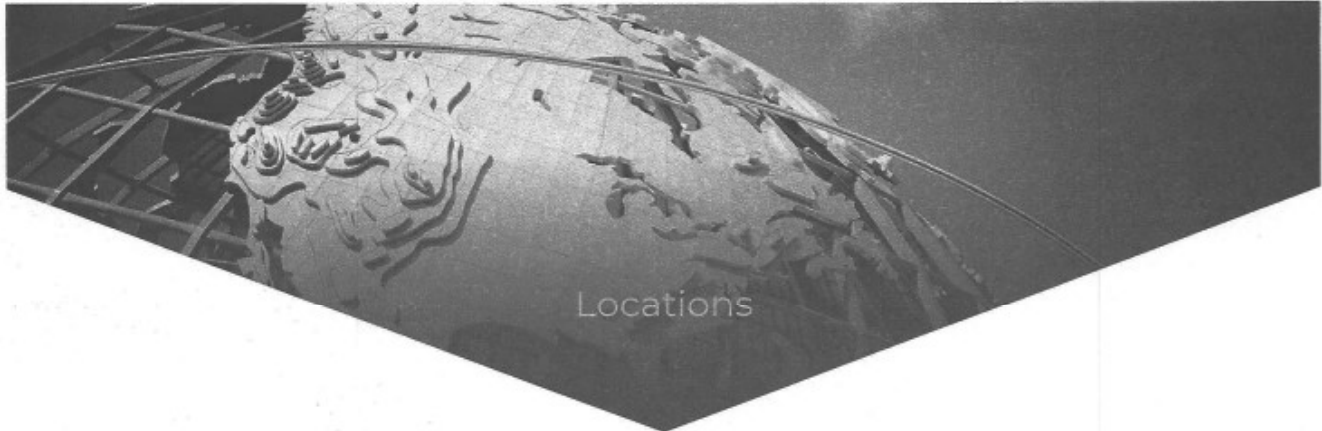
954.956.0052

Get a Quote

Residential Moving Services

Commercial Moving Services

Logistics & Warehousing Services



Armstrong has 31 locations across the country. Whether your relocation is large or small, we have you covered with national partners from coast to coast. We'll go the distance so you don't have to.

Alabama

Armstrong Relocation – Birmingham

212 Total Solutions Way
Alabaster, AL 35007
Phone: 205.942.1625

Email: birmingham@goarmstrong.com

Armstrong Relocation – Huntsville

2775 Wall Triana Highway, Suite E
Huntsville, AL 35824
Phone: 256.772.6664

Email: huntsville@goarmstrong.com

California

Crown Worldwide Moving & Storage – Los Angeles

4550 Wineville Avenue, Unit B
Mira Loma, CA 91752
Phone: 909.545.8300

Email: crown@crownwms.com

Crown Worldwide Moving & Storage – Sacramento

3010 Ramco Street, Suite 110
West Sacramento, CA 95691
Phone: 916.889.8564

Email: crown@crownwms.com

Crown Worldwide Moving & Storage – San Francisco

14826 Wicks Boulevard

New Jersey

Armstrong Relocation – New Jersey

9 Aspen Drive
Randolph, NJ 07869
Phone: 201.487.3900

Email: newjersey@goarmstrong.com

North Carolina

Armstrong Relocation – Charlotte

4400 Westinghouse Boulevard
Charlotte, NC 28273
Phone: 704.588.4666

Email: charlotte@goarmstrong.com

Armstrong Relocation – Raleigh

4227 Surles Court, Suite 110
Durham, NC 27703
Phone: 919.425.9853

Email: raleigh@goarmstrong.com

Ohio

Armstrong Relocation – Akron

3081 Gilchrist Road, Suite 100
Akron, OH 44305
Phone: 330.497.0077

Email: akron@goarmstrong.com

San Leandro, CA 94577
Phone: [510.895.8050](tel:510.895.8050)

Oklahoma



ARMSTRONG RELOCATION
& COMPANIES

954.956.0059

[Get a Quote](#)

Residential Moving Services

Commercial Moving Services

Logistics & Warehousing Services

12000 E. 45th Ave. Suite 103
Denver, CO 80239
Phone: [303.752.6361](tel:303.752.6361)
Email: denver@garmstrong.com

1900 North Indianwood Avenue, Suite B
Broken Arrow, OK 74012
Phone: [918.665.8305](tel:918.665.8305)
Email: tulsa@garmstrong.com

Delaware

Armstrong Relocation - Delaware
20 E. Commons Boulevard
New Castle, DE 19720
Phone: [302.323.9000](tel:302.323.9000)
Email: delaware@garmstrong.com

Pennsylvania

Armstrong Relocation - Lancaster
1074 East Main Street
Mount Joy, PA 17552
Phone: [717.492.4155](tel:717.492.4155)
Email: lanaster@garmstrong.com

Florida

Armstrong Relocation - Fort Lauderdale
3101 NW 27th Avenue, Suite 111
Pompano Beach, FL 33069
Phone: [954.956.0059](tel:954.956.0059)
Email: fortlauderdale@garmstrong.com

South Carolina

Armstrong Relocation - Charleston
7167 Cross County Road
North Charleston, SC 29418
Phone: [843.552.4833](tel:843.552.4833)
Email: charleston@garmstrong.com

Georgia

Armstrong Relocation - Atlanta
6950 Business Court
Atlanta, GA 30340
Phone: [770.368.0368](tel:770.368.0368)
Email: atlanta@garmstrong.com

Tennessee

Armstrong Relocation - Chattanooga
6059 Relocation Way
Ooltewah, TN 37363
Phone: [423.643.3720](tel:423.643.3720)
Email: chattanooga@garmstrong.com

Armstrong Relocation - Knoxville

1600 Prosser Road, N.E.
Knoxville, TN 37914
Phone: [865.546.3441](tel:865.546.3441)

Email: knoxville@garmstrong.com

Armstrong Relocation - Memphis

3927 Winchester Road
Memphis, TN 38118
Phone: [901.367.3000](tel:901.367.3000)

Email: memphis@garmstrong.com

Armstrong Relocation - Nashville

100 Armstrong Court
LaVergne, TN 37086
Phone: [615.793.9333](tel:615.793.9333)

Email: nashville@garmstrong.com

Illinois

Armstrong Relocation - Chicago
1601 Fullerton Court
Glendale Heights, IL 60139
Phone: [630.438.5060](tel:630.438.5060)
Email: chicago@garmstrong.com

Kentucky

Armstrong Relocation - Louisville
1750 Research Drive
Louisville, KY 40299
Phone: [502.491.2807](tel:502.491.2807)
Email: louisville@garmstrong.com

Texas

Armstrong Relocation - Dallas

1405 Crescent Drive
Carrollton, TX 75006
Phone: [972.242.0511](tel:972.242.0511)

Email: dallas@garmstrong.com

Armstrong Relocation - Houston

9778 W. Gulf Bank Rd
Houston, TX 77040

Louisiana

Armstrong Relocation - Baton Rouge

12202 South Choctaw Drive
Baton Rouge, LA 70815
Phone: [225.275.5260](tel:225.275.5260)
Email: batonrouge@garmstrong.com



ARMSTRONG RELOCATION
& COMPANIES

954.956.0059

Get a Quote

Residential Moving Services

Commercial Moving Services

Logistics & Warehousing Services

Mississippi

Armstrong Relocation - Jackson

1223 Highway 51, Suite A

Madison, MS 39110

Phone: 601.856.8504

Email: jackson@ggoarmstrong.com

Wisconsin

Armstrong Relocation - Madison

4505 Helgesen Drive

Madison, WI 53718

Phone: 608.838.5940

Email: madison@ggoarmstrong.com

Armstrong Relocation - Milwaukee

1701 Airport Road

Waukesha, WI 53188

Phone: 262.650.1962

Email: milwaukee@ggoarmstrong.com

Our Customers' Experience

"The entire crew, going and coming were beyond belief! They were all very kind and thoughtful and very professional! "

S.P.



Armstrong Relocation - Port Lauderdale

3501 NW 22th Avenue, Suite 111
Pompano Beach, FL 33069

Office Hours: M-F 9am - 6pm

Phone: 954.956.0059

Email: portlauderdale@ggoarmstrong.com

Team Members

Driver Portal

ACE log in

Additional Links

About

Drive for Armstrong

Locations

Resources

Shipment Tracking

Transportation Info

United Van Lines DOT #0279149

Armstrong Relocation, Florida,
LLC DOT #489474



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Designed by RedPower

ARMSTRONG RELOCATION FLORIDA

2/15/2022

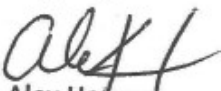
Broward County Purchasing Division
115 S. Andrews Ave. Room 212
Ft. Lauderdale, FL 33301

Re: Information Submittal for: Broward County Solicitation No. GEN2123165B1

Dear Ms. Clark-Forbes,

Please accept this letter as confirmation that Michael Kean has the authority to complete this transaction and contractually bind Armstrong Relocation, Florida, LLC for the purpose of the Broward County Solicitation No. GEN2123165B1, Moving Services for Broward County Facilities.

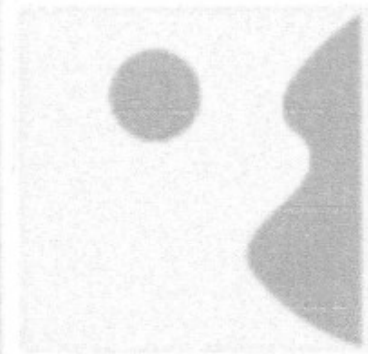
Regards,


Alex Herrera
President

Armstrong Relocation, Florida, LLC
3101 NW 27th Avenue Suite 111
Pompano Beach, FL 33069

ARMSTRONG RELOCATION, FLORIDA, LLC
3101 NW 27th Ave. Ste. 111
Pompano Beach, FL 33069
954-956-0059

ATA Moving and Storage Member Directory



ARMSTRONG RELOCATION, FLORIDA, LLC

Van Line

United Van Lines, Inc.

Description

Phone

Address

"3101 NW 27TH AVE., SUITE 111"

POMPANO BEACH, FL 33069-1131

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value: ARMSTRONG RELOCATIO

Search

Company Snapshot

ARMSTRONG RELOCATION FLORIDA LLC

USDOT Number: 1894774

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 02/14/2022.

Other Information for this Carrier

[SMS Results](#)

[Licensing & Insurance](#)

Entity Type:	CARRIER																																			
Operating Status:	ACTIVE	Out of Service Date:	None																																	
Legal Name:	ARMSTRONG RELOCATION FLORIDA LLC																																			
DBA Name:																																				
Physical Address:	3101 NW 27TH AVENUE SUITE 111 POMPANO BEACH, FL 33069																																			
Phone:	(954) 956-0059																																			
Mailing Address:	3101 NW 27TH AVENUE SUITE 111 POMPANO BEACH, FL 33069																																			
USDOT Number:	1894774	State Carrier ID Number:																																		
MC/MX/FF Number(s):		DUNS Number:	--																																	
Power Units:	17	Drivers:	14																																	
MCS-150 Form Date:	03/02/2021	MCS-150 Mileage (Year):	187,000 (2020)																																	
Operation Classification:																																				
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[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 02/14/2022

Total Inspections: 0
Total IEP Inspections: 0

Crashes	0	0	0	0
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[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 02/14/2022

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 02/14/2022

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)
*The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.*Carrier Safety Rating:

The rating below is current as of: 02/14/2022

Review Information:

Rating Date:	None	Review Date:	None
Rating:	None	Type:	None

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Federal Motor Carrier Safety Administration
 1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-632-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

February 25, 2021

ARMSTRONG RELOCATION FLORIDA, LLC
3101 NW 27TH AVE STE 111
POMPAÑO BEACH, FL 33069-1131

SUBJECT: Registration Number: IM363

Your application and fee for registration as an Intrastate Mover of Household Goods as required in Florida by Chapter 507, Florida Statutes, have been received and processed.

This certificate should be prominently displayed in your primary place of business. This registration is not valid at any place of business other than those designated in your application, unless the Department is notified in writing in advance of any change of location. This registration is not assignable. You may not conduct business under more than one name except as registered.

PLEASE NOTE the new law requires you to provide to the shipper a written estimate and contract prior to providing any moving services. The estimate and contract must also be signed and dated by both the shipper and mover. In addition, all contracts must contain the following phrase: "_____ is registered with the State of Florida as a Mover. Registration No. _____." Each advertisement you place must include the phrase: "Fla. Mover Reg. No. _____". Each of the mover's vehicles must display a sign on the driver's side door which includes at least one of these phrases in lettering of at least 1.5 inches in height.

If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **IM363**
Issue Date: February 24, 2021
Expiration Date: December 7, 2022

POST CERTIFICATE
CONSPICUOUSLY

Intrastate Mover of Household Goods Registration Certificate

Chapter 507, Florida Statutes

ARMSTRONG RELOCATION FLORIDA, LLC
3101 NW 27TH AVE STE 111
POMPAÑO BEACH, FL 33069-1131

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

Certificate of Completion

*Recognizing the completion
of all requirements in*

Certified Office Mover[®]

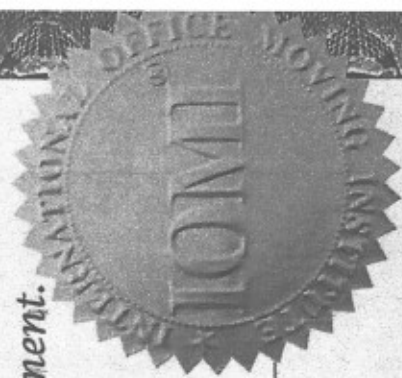
Be it known that:

Michael Kean

is hereby awarded this certificate which attests to this achievement.

November 2011

Date



[Signature]
Ed Katz, President

EXHIBIT B
BOND AND INSURANCE REQUIREMENTS

Performance Bond: Public Construction and Other Bonds: The Contractor is exempt from the requirement to furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents, in accordance with Section 255.05 (1)(d), Florida Statutes (2024), as may be amended or revised.

Insurance:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor’s insurance coverage shall be primary insurance for all applicable policies, in respect to the City’s interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor’s liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City’s Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection

afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the

expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[GENERAL CONDITIONS FOLLOW]**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS FOR PIGGYBACK & CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 DELIVERY

Time will be of the essence for any orders placed. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 PACKING SLIPS

It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS

Payment terms will be net forty-five (45) days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS

The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions:

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least fifty-one percent (51%) of which is owned by females or, in the case of a

publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa. WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent agreement.

1.06 SCRUTINIZED COMPANIES

Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a

list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES

The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59- 6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND

If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both Parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the

City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES

Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in termination of the Agreement for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any agreement during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING

The material delivered pursuant to the Agreement shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as

officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated

in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE

The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City

Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this Agreement. The

Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any agreement for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 ELIGIBILITY

If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into an agreement with the City.

4.16 PATENTS AND ROYALTIES

The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability

of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

4.17 ASSIGNMENT

Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

4.19 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE

Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

4.21 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes

(2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

4.22 ANTI-HUMAN TRAFFICKING:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

4.23 FOREIGN COUNTRIES OF CONCERN:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

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