



**BROWARD COUNTY
CONVENTION
CENTER** | GREATER FORT
LAUDERDALE

Request for Proposal

Electrical, Plumbing & Compressed Air at the Broward
County Convention Center

Bid Package Number: 202-07-2021

Proposal Due Date: 08/16/2021

Issue Date: 07/22/2021

Issued By: SMG INC.

1950 Eisenhower Blvd.

Ft Lauderdale, FL 33316

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SECTION 1 - INVITATION TO BID

1.01 Introduction

- A. SMG is the manager of a facility commonly known as Broward County Convention Center (the "Facility") located in Fort Lauderdale, Florida, which is owned by Broward County (the "Owner"), who in turn hired SMG to run the day-to-day operations of the Facility. SMG desires to obtain the services of an independent contractor to supply Electrical, Plumbing & Compressed Air at the Broward County Convention Center on behalf of SMG to SMG's licensees and exhibitors of SMG's licensees, as further described herein, (the "Services"), at the Facility.

1.02 Bid Due Date

- A. Bids are due on **Monday, August 16, 2021**, no later than 12:00 pm. Bids received after the aforementioned time will be considered non-responsive and will be returned to the Bidder unopened.
- B. Bids should be enclosed in a sealed envelope and marked: Sealed Bid For:
- C. Electrical, Plumbing & Compressed Air, Bid Package Number 202-05-2021.
- D. Bids may be mailed, or hand delivered to Ms. Mary Yon, SMG-Broward County Convention Center, 1600 SE 17th St., Suite 400, Ft. Lauderdale, FL, 33316. If hand delivered, bids shall be brought to the 1600 S.E. 17th Street, Suite 400, Fort Lauderdale, FL 33316.
- E. Bidders must submit four (4) bound original bids, provided herein as Attachment A which include all required submittals as described within the Bid.
- F. Faxed or emailed bids will not be accepted or considered.

1.03 Obtaining Bid Documents

- A. Bid Documents may be obtained from: Mary Yon, phone:954.765.5905, email bcccrfp@ftlauderdalecc.com or BIDSUSA, Unicom Systems Inc, www.unicom-systems.com and on the facility website www.ftlauderdalecc.com/planner/book-your-event#RFP
- B. Bids submitted based on partial sets of documents will not be considered. Bidders are responsible to review, in detail, all available Bid Documents prior to submitting their Bid.

1.04 Questions Clarification and Additional Information

- A. Questions, clarifications, and requests for additional information regarding the Bid Documents must be submitted in writing, via email bcccrfp@ftlauderdalecc.com using the form provided as Schedule 1 by the date provided in Section 2 below. In subject line you MUST specify bid number and name. All questions will be answered via email in an addendum and provided to all Bidders.
- B. Telephone inquiries for clarification or interpretation of the documents will not be accepted.

1.05 Proposal Evaluation

SMG may require clarification or additional information with respect to a submitted proposal. When evaluating a proposal, SMG considers the "total value" of the proposal.

Total value considerations may include, but not be limited to, price, quality, product design, marketability, and durability, as well as the end user's recommendation or experience with the goods/service, the vendor's present and past performance and financial stability. **Pricing is not the only consideration.** All vendors will be notified whether or not they are selected. It is the intent of SMG to recommend contract award to the Bidder that receives the highest overall evaluation criteria score and otherwise meets all requirements of this solicitation.

- A. SMG reserves the right to reject any and all bids and to waive any informality in Bids received.
- B. Bidders shall be aware that SMG reserves the right to hold bids for up to 90 days prior to selection of the winning Bidder.

END OF SECTION 1

SECTION 2 - BID REQUIREMENT SUMMARY

| | |
|---|---|
| Bid Package | Electrical, Plumbing & Compressed Air |
| Bid Package Number | 202-07-2021 |
| Deadline for Questions | Friday, August 06, 2021 |
| Bid Due Date | Monday, August 16, 2021 |
| Bid Due Time | 12:00 NOON |
| MANDATORY Pre-Bid Conference & OPTIONAL Campus Tour (MAX 2 people) | Yes |
| Pre-Bid Conference Location | SMG OFFICES, 1600 SE 17 th St. Suite 400 Fort Lauderdale, FL 33316 or via video conference. |
| Pre-Bid Conference Date | Thursday, July 29, 2021 |
| Pre-Bid Conference Time | 9:00 am |
| Submit Number & Names of Attendees for the Pre-Bid to via email bcccrfp@ftlauderdalecc.com . Subject line MUST contain bid number and name. | 07/27/2021 |
| Post Bid Interview/Presentation | N/A |
| Post Bid Interview/Presentation Date | N/A |
| Post Bid Interview/Presentation Time | N/A |
| Business Location | Refer to Location Certificate Form and submit as instructed. |
| Taxable | |
| Term | Three (3) years |
| Contract Option | SMG may, at its option, extend the Term for two (2) yearly renewal terms |

| | |
|----------------------------|------------|
| Contract Start Date | 09/01/2021 |
| Service Agreement Required | Yes |

END OF SECTION 2

SECTION 3 - INSTRUCTIONS TO BIDDERS

3.01 Receipt and Opening of Bid Proposals

- A. SMG is requesting Bids for the Services indicated in SECTION 01 – INVITATION TO BID as specified herein.
- B. SMG will privately open Bids.
- C. Bidders are required to fill in all blank spaces for Bid prices on the Proposal Form.
- D. Bidders may, if indicated in the Bid Requirement Summary, be required to attend a Pre-Bid Conference to review the Bid Documents and Scope of Work with SMG.

3.02 Definitions

- A. "Addenda" are written and graphic instruments that modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections. SMG may issue them prior to Bid Award. Addenda will become part of the Bid Documents when issued.
- B. "Authorized Party" means show management, exhibitor approved contractors, exhibitors, SMG personnel, or subcontractors of show management authorized to apply charges.
- C. "Base Bid" or "Bid" is the sum stated in the Bid Documents for which the Bidder offers to perform the work described. Base Bid is a complete and properly signed Bid to provide the services specified in the Bid Documents for the sums stipulated, supported by any submittals required in the Bid Documents.
- D. "Bid Documents" means this RFP, and any yet to be issued Addenda to this RFP and the Service Agreement.
- E. "Bidder" means an entity reviewing and responding to this Bid.
- F. "Event" means a convention, exhibit, exposition, public show, trade show or other event of a similar nature occurring at the Facility.
- G. "Facility" means the multi-purpose Broward County Convention Center.
- H. "Ordering System" means the online system which SMG utilizes to receive orders and payment from licensees and exhibitors for Facility services, including but not limited to the Services.
- I. "Provider" means the Bidder awarded the final contract for services.
- J. "Services" means those items described in SECTION 4 – SCOPE OF SERVICES, contained in this Bid package.

3.03 Bidder Qualifications

- A. SMG reserves the right to review and accept the qualifications of all Bidders.
- B. Bidder's experience must include, but is not limited to, large conventions, tradeshow, meetings, and exhibitions.
- C. Bidder must be able to prove sufficient financial ability to provide the services specified in the Bid Documents.

3.04 Examination of Conditions

The Bidder is responsible for examining the premises, site, and any conditions that may impact the Bidders work. Bidders must satisfy themselves as to the condition of the premises, any obstruction, unusual conditions or requirements necessary for carrying out the work, before the delivery of this proposal. A tour will be conducted at the Pre-Bid Conference, scheduled as above.

3.05 Discrepancies, Omissions, or Interpretations

- A. Bidder shall promptly notify SMG of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions.
- B. Requests for interpretation, clarifications, or additional information must be made on the Request for Additional Information form attached to this Bid Document as Schedule 1: Request for Additional Information. Interpretations will not be made orally. Telephone inquiries for clarification or interpretation of the Bid Documents will not be accepted.
- C. Notification of request for interpretation or correction of any ambiguity, inconsistency or error therein which it may discover to SMG shall be made no later than the date and time noted herein as the deadline for questions in Section 2.
- D. Any interpretation, correction, or change of the Bid Documents will be made in writing by Addendum and issued to the Bidders by SMG. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- E. SMG will not be responsible for any oral instructions by, or any written confirmations of any oral instructions from any Bidder, Sub-bidder, Product Supplier, etc.

3.06 Proposal Form

- A. Each Bid shall be submitted on the Proposal Form furnished with the Bid Documents as Attachment A. All blanks on the Proposal Form shall be filled in by typewriter or manually in ink. Any Bids not submitted on the form provided may be considered non-responsive, at SMG's sole discretion.
- B. The submission of a Bid shall be evidence that the Bidder has made all necessary examinations and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of all Bid Documents.
- C. Bids by corporations or other entity types shall indicate the legal name of the corporation, followed by the name of the State where incorporated/formed and must be signed by the President, Secretary, or one of the other officers of the corporation. The signature of a person authorized as agent to bind any of the above will be acceptable provided the Bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature.
- D. All signatures shall be in ink or by digital signature and the name of the persons signing shall also be typed or printed below the signature followed by a title

showing the relationship to the bidding organization such as: "Owner" in the case of a sole Owner, "Partner" in the case of a Partnership; "President", "Vice President", "Secretary", or "Treasurer" in the case of a corporation; "Agent" in the case of someone acting as Agent or Attorney-in-Fact.

- E. Bids must be received at the designated location prior to the Bid Due Date and Bid Due Time as indicated in this RFP or for any extension specified in an Addendum, if any. Bids received after designated Bid Due Date and Bid Due Time may, at the sole discretion of SMG, may be considered non-responsive.

3.07 Addenda

- A. Any binding interpretation will be made only by written Addenda duly issued and a copy of such Addenda will be mailed or emailed to the last known address of each Bidder who has received Bid Documents.
- B. SMG is not responsible for the delivery of Addenda or accountable for the late delivery of Addenda. Each Bidder shall ascertain prior to submitting a Bid that all Addenda issued has been received.
- C. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
- D. All Addenda issued during the Bid process shall become part of the Bid Documents and receipt thereof shall be acknowledged on the Bid Proposal Form.

3.08 Sales Tax

This project is exempt from sales and/or use tax.

3.09 Withdrawal or Revision of Bid Proposals

- A. Any Bid may be withdrawn or revised in writing prior to the scheduled time for opening of Bid.
- B. A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids.
- C. Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the designated place and prior to the time for receipt of Bids. Such notice shall be in writing over the signature of the Bidder.

3.10 Acceptance and/or Rejection of Bid Proposals

- A. No Bid shall be withdrawn for ninety (90) calendar days after the Bid opening.
- B. SMG reserves the right to accept or reject any or all Bids or parts of any Bid or waive any informality or irregularity which, in SMG's judgment, is in its best interest of the project.
- C. SMG reserves the right to reject any or all Bids if responses to the above, or any other information in SMG's judgment, are unsatisfactory or do not meet the budget, or required performance standards.

3.11 Acceptance of Bid (Award)

- A. It is the intent of SMG to recommend contract award to the Bidder that receives the highest overall evaluation criteria score and otherwise meets all requirements of this solicitation.
- B. SMG may make on-site inspections of facilities where participant provides services similar to the services requested hereunder before the award of Bid.

3.12 Post-Bid Interview/Presentation

- A. After the Bids are received, tabulated, and evaluated by SMG, certain Bidders may be asked to meet with SMG for a post bid interview/presentation.
- B. The post bid interview may include, but not be limited to, a review of the Bid, financial ability of Bidder to perform the scope of services requested and Bidder's approach to the work.

3.13 Insurance Requirements

Required as set forth in Schedule 2: Service Agreement.

3.14 Historically Underutilized Businesses and Equal Employment Opportunity

- A. Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin; and will take affirmative action to ensure that its applicants are employed and its employees are treated fairly during employment without regard to their race, color, religion, sex, age, disability or national origin.
- B. Such nondiscrimination shall include, but not be limited, to the following areas of employment practice: employment, upgrading, demotion, or transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. Such shall be posted in conspicuous places, available to its employees and applicants for employment, notices setting forth the policies of nondiscrimination.

3.15 Security

Provider shall comply with all Facility regulations at all times while at the Facility.

3.16 Safety

- A. The vendor shall review and comply with SMG's Contractor Safety Program, attached hereto as Schedule 2.
- B. The vendor is responsible for submitting, paying for, maintaining, delivering and posting all applicable professional licenses, certifications or permits required by Federal, State and local law.
- C. The vendor shall submit a copy of its safety and health program, including training, which must meet or exceed all applicable Federal, State and local standards and the SMG Safety Programs.
- D. The winning Bidder shall submit a copy of any and all licenses, certifications and/or permits as required to perform these services.

- E. The winning Bidder shall comply with all applicable OSHA, Federal, State and local laws, rules and regulations.
- F. Safety Data Sheets must be submitted to SMG for all supplies and chemicals intended for use in the performance of the Services. All chemicals used at BCCC shall carry an EPA approval number.
- G. The winning Bidder shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for material and equipment.
- H. All equipment used in the performance of the Services shall be properly maintained in order to protect SMG and the public. Any equipment that is determined unsafe or improper for desired use shall be removed from BCCC.
- I. The winning Bidder shall take all necessary precautions for the safety of his/her employees and for the general public.

3.17 ADA

Bidder shall comply with all applicable ADA laws and regulations and train staff regularly on those regulations.

3.18 Material Storage

Provider is responsible for storing any materials and equipment used to provide the Services and such must be stored following manufacturers guidelines. SMG shall endeavor to make a reasonable amount of space, if available, to Provider for storage.

3.19 Clean Up and Rubbish Removal

- A. Normal/typical office housekeeping (sweep, dust, vacuum, waste removal) will be provided by facility services.
- B. Other sweeping, dusting, vacuuming and clean up as required due to the Providers activities including the legal disposition of all trash, rubbish and other waste generated by Provider must be done by the Provider in a timely and acceptable manner to the satisfaction of SMG.

3.20 Permits and Fees

The Provider shall secure and pay for any permits, governmental fees, licenses and inspections, required to provide the Services.

3.21 Agreement

Attached is the SMG Service Agreement ("Service Agreement") which the winning Bidder will be required to enter with SMG. If the winning Bidder refuses to enter into the Service Agreement (or insists on changing/modifying the Service Agreement) with SMG, SMG reserves the right to award the Bid to another Bidder. SMG reserves the right to make non-substantive changes to the Service Agreement prior to execution, which shall not invalidate this section.

END OF SECTION 3

SECTION 4 - SCOPE OF SERVICES

4.01 Bid for Services

Services

1. The selected Bidder shall provide the Services described here-in for SMG at the Facility for Events, which SMG shall resell to SMG's licensees and exhibitors. The Bidder's supervisors and staff will perform functions including but not limited to electrical work, plumbing and compressed air work on behalf of SMG to SMG's licensees and exhibitors.
2. Thirty (30) days prior to move in Bidder shall provide estimated expenses in writing for contracted services to the authorized party. Prior to any work being performed, electrical or plumbing, Bidder must receive signed approval from the authorized party for all estimated expenses. As well:
 - (a) All on site work must be approved by the authorized party in writing prior to any work being done.
 - (b) All modifications or changes to the original scope of work must be approved in writing by the authorized party prior to the modifications or changes being performed.
 - (c) At any time, SMG may request copies of the authorized parties' received written approvals for any and all work that has been requested. The Bidder shall provide these copies to SMG within twenty-four (24) hours of the request being made.
3. Bidder shall receive orders for Services from SMG via the Ordering System. In processing orders Bidder shall:
 - (a) Enter and keep up to date all exhibitor information, orders and requirements along with processing credit card payments in the Ordering System; all other payment methods will be processed by SMG.
 - (b) Keep up to date information regarding all work orders and track labor hours via the Ordering System;
 - (c) At least twenty four (24) hours prior to an event move in, Bidder shall update the BCCC ordering system with prior work orders the Bidder has.
 - (d) Update the BCCC ordering system with all work orders the Bidder has completed during event move in prior to the next business day.
 - (e) Be bound by the BCCC online ordering system terms and conditions. SMG reserves the right to change or modify these terms and conditions at any time.
4. On or about ten (10) days after the conclusion of each Event, SMG shall provide Bidder with a reconciliation report detailing the amount due Bidder from SMG

5. based on information in the Ordering System. SMG shall make payment to Bidder within three (3) business days after receipt of invoice from bidder.
6. The Bidder must have a project manager assigned full-time to the Facility.
7. The Bidder is responsible for maintaining the highest standards of employee competency, conduct, integrity and shall be responsible for taking such disciplinary action with respect to its personnel as may be necessary to ensure the same. The Bidder is solely responsible for payment of all wages, salaries, and all other amounts due its personnel and shall be responsible for the payment of all federal, state, and local employment taxes to include all obligations and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment and any group insurance coverage or similar matters.
8. In coordination with SMG, the bidder will assist with the audit and collection process on all shows that are utilizing contracted power.
9. All Bidder personnel will adhere to Facility rules & guidelines.
10. Bidder Employee's will adhere to the SMG Customer Service Training Program at Bidder's Expense.
11. The Bidder shall provide the Services in a professional, efficient and first-class manner.
12. The Bidder shall provide all labor, supervision, radios programmed to work in conjunction with SMG radios, materials, supplies and equipment to provide the Services. Bidder shall be responsible for assuring its' personnel are appropriately licensed as required by applicable City, State or Federal statutes, rules, laws and/or regulations.
13. Bidder must hold accountable all personnel in regard to the high standards of presentation sought by SMG. Personnel shall be neat and presentable and maintain proper cleanliness and hygiene. Included in this is the responsibility for the conduct of Bidder's personnel at all times while on BCCC property. No firearms, weapons or prohibited items are to be carried at any time.
14. The Bidder's personnel must wear the approved BCCC uniform. The Bidder will be responsible for uniform cost and replacement as needed on an annual basis at Bidder's sole expense. At all times Bidder's personnel must maintain a high level of standard in regards to the BCCC uniform. Bidder's personnel must wear the required uniform that has been agreed upon in conjunction with SMG.
15. The Bidder will report to the Director of Operations.
16. Bidder event office and office space:
 - (a) SMG will endeavor to provide temporary event office space at the Facility for the Bidder but may not be able to do so during the entire term. Such office space, if available, may change from time to time based on the changing needs of SMG.
 - (b) SMG will include the Bidder's event office telephone on the house phone system, for ease of transferring calls, but Bidder will be responsible for ordering

telephone, fax and internet dial-up lines for outgoing calls, faxes, and internet access.

- (c) At Bidder's expense, SMG will make available Internet and e-mail access through the Local Area Network.
 - (d) Bidder will supply all office furniture and equipment necessary to operate Bidder's event office area.
17. Bidder will be required to staff a service desk when designated by SMG and receive all requests for services and labor. Electricians, plumbers and service desk personnel are to be onsite at all times such as is necessary to produce, maintain and dismantle all services.
 18. Bidder shall supply one (1) 15amp power supply and one (1) power strip to the service desk for SMG dedicated use while the service desk is in use.
 19. Bidder must provide licensed electricians, plumbers and other craft workers as needed to professionally and successfully satisfy the requirements of this Agreement. All electricians working for Bidder must retain the appropriate licenses.
 20. Bidder shall staff the Facility at all times during normal business hours. Bidder shall advise SMG in writing as to the identity of the 24-hour telephone number of its Project Manager in charge of the 24 hour on call for Facility operations.
 21. The Bidder shall provide their own 2-way radios for internal communication with staff and with SMG.
 - (a) Bidder must provide a quantity of radios, approved by SMG. Radios are to be programmed to allow direct radio communication between Bidder management and personnel, and SMG management and personnel using frequencies that are designated, assigned and provided by SMG. Any radio programmed with SMG provided frequencies must be programmed, at Bidder's expense, by SMG or their designated 2-way radio vendor.
 22. Plan distribution of electrical and plumbing requirements and determine if additional power or equipment is needed for safe and efficient operation. Consult with SMG, show manager, exhibitors, decorator, freight contractor and any other show contractors to coordinate labor calls, freight move-in and special requests for the event.
 23. Distribute electrical and plumbing requirements for exhibitors prior to move in as the designated areas of the facility become available. Bidder will work with SMG, Event Management, the exhibitors, the decorators, freight contractors and any other contractors to coordinate labor calls, freight move in and special requests for Events.
 24. Respond within a reasonable amount of time dependent on the severity of the concern to any request by SMG to assist SMG with any problems that arise at the facility concerning electrical or plumbing services. These requests must be addressed no less than (24) hours from the time the request has been made to the Bidder's Project Manager.

B. Equipment

1. Bidder is responsible for providing and maintaining all equipment necessary to provide the Services.
2. Bidder's equipment shall be in a first-class condition and maintained in compliance with manufacturers' recommended best practices and all governmental requirements. Bidder shall promptly remove any equipment from the Facility that SMG believes, in SMG's sole discretion, to be in less than first-class condition.
3. Bidder's equipment shall be clearly identified as Bidder's equipment.
4. Bidder shall provide SMG a list of Bidder's equipment. Bidder shall provide, maintain, repair and/or replace equipment at Bidder's sole cost.
5. Bidder shall be responsible for maintaining and repairing utility boxes and temporary disconnect panels at the Facility. Response should include method and schedule of how Bidder plans to perform this portion of the Services. Bidder shall be responsible for the general maintenance and care of the utility boxes within the exhibit area. This includes, but is not limited to, the monitoring of utility box covers, elimination of debris caused by Bidder and the repair or replacements of problems or damage (i.e. blown fuses, broken face plate, broken valve, terminal blocks, etc.).
6. Bidder shall be responsible for removing all equipment in a timely fashion from any event related space.

Submittals

Each Bid must include all documents required in the Bid Documents as outlined below. Failure to provide required documents may, at SMG's sole discretion result in a disqualification of the Bid. SMG, at its request, may require Bidder to make a presentation of its products at no cost to SMG.

Sealed bids should be labeled as "Sealed Bid For: Electrical, Plumbing and Compressed Air Services Bid Package Number 202-05-2021" addressed to SMG-Broward County Convention Center, Attn: Mary Yon, 1600 SE 17th St., Suite 400, Ft. Lauderdale, FL 33316 and received no later than date and time specified in SECTION 2 – BID SUMMARY. Bids may be hand delivered to same.

All Bids must be regular in every respect and no interlineations or special conditions shall be made to or included in the Bid by the Bidder.

Four (4) bound copies of the following information must be submitted with each Bid:

1. Company History – Provide a company overview to include number of employees, longevity, officers, management structure, etc.
2. Bidder Experience – List at least three (3) current contracts of similar scope. Bidder must have been in business for five (5) years and have serviced similar facilities for all of the five (5) years. Provide with your bid, each reference that meets this criteria. Include name of facility, contact person, phone number and size of the facility (i.e. number of seats or total square footage).
3. Safety Records – Provide OSHA logs, Total Recordable Incident Rate (TRIR) and Experience Modification Rate (EMR) for the past five (5) years.
4. Key Personnel/Experience – Provide a biography on each of your key management personnel who will be involved with this contract. Include an organizational chart outlining the management staff.
5. Organization Approach – Outline a general plan of your approach to meet the requirements of this RFP.

- Provide transition/start-up plan and timeline to begin service at BCCC.
 - Provide a detailed list of major pieces of equipment to be utilized.
 - Outline tasks to be performed and your approach.
 - Provide a detailed description of your hiring program to include a certified affidavit that no employees have felony convictions.
 - Provide a detailed description of your training and safety programs (i.e. lockout/tagout program, arc flash program).
 - Provide general policies and procedures of Bidder, including employee conduct.
 - Provide a copy of Bidder's written safety policies or detailed description of Bidder's safety policies and procedures.
 - Provide a detailed description of Bidder's quality control program, including copies of evaluation forms.
 - Provide benefits, employee programs, recognition programs.
 - Miscellaneous information, including uniforms, hiring, etc.
 - Provide a description of any capital investments Bidder would be willing to make to BCCC to enhance the contract.
6. Provide a list of any contracts in which have been cancelled, not renewed or otherwise terminated for any reason within the past 5 years, together with information furnishing the reasons for cancellation. Include with any such lists the name and telephone number of the current primary contact person with respect to any such terminated contract.
 7. Provide audited financial statements of the Bidder, if available, for its two (2) most recent fiscal years, including balance sheets and profit and loss statements, prepared and certified by an independent certified public accountant.
 8. Provide evidence of the following:
 - (a) Bidder is or will be duly authorized by the appropriate Governmental Authorities to transact business in the State of Florida.
 - (b) Provide evidence of Bidder's ability to secure insurance coverage as outlined in the Schedule 2 Service Agreement.
 - (c) Bidder's experience in creating a diverse workforce in all aspects of management and operation and a description of the initiatives the participant will use to fulfill the Agreement by utilizing a diverse workforce.
 9. Completed and signed Proposal Form.
 10. Identification of any deviation, addition, or deletion, from the requirements of the Bid Documents or Service Agreement.
 11. Identification of any other information that would be to ASM's benefit in evaluating Bidder's submittal.

Commission

SMG, expect Bidders to offer best possible pricing along with commissions through the purchase of capital investments, added value support, sponsorships, and advertising, from SMG, provided the Bidders base bid is in compliance with bid requirements contained herein and the options can be evaluated independently of the scope of work. Once the first submission of the bids are received, reviewed and evaluated, SMG, will discuss, propose and negotiate the Business Back opportunities with the selected pre-qualified Bidders.

4.10 Other Considerations

SMG, expect Bidders to offer best possible pricing along with other considerations through the purchase of capital investments, added value support, sponsorships, and advertising, from SMG, provided the Bidders base bid is in compliance with bid requirements contained herein and the options can be evaluated independently of the scope of work. Once the first submission of the bids are received, reviewed and evaluated, SMG, will discuss, propose and negotiate the opportunities with the selected pre-qualified Bidders.

4.11 Term of Agreement

The term of the proposed agreement for the Services is anticipated to be thirty-six (36) months with two (12) month term options.

END OF SECTION 4

SCHEDULE 1: Request for Additional Information

| | | | |
|--|---|----------------|----------------------------|
| To | Mary Yon | | |
| Address | 1600 SE 17 th St., Suite 400, Ft. Lauderdale, FL 33316 | | |
| Phone Number | 954.765.5909 | Email address: | bcccrfp@ftlauderdalecc.com |
| Bid Package | Electrical, Plumbing & Compressed Air | | |
| Bid Package Number | 202-07-2021 | | |
| Date of Request | | | |
| <i>Bidder Information</i> | | | |
| Name | | | |
| Company | | | |
| Address | | | |
| Phone Number | | | |
| E-Mail Address | | | |
| <i>Request For Clarification, Interpretation or Additional Information</i> | | | |
| | | | |

SCHEDULE 2: SMG's Contractor Safety Program

Safety Rules

These safety rules have been established for the protection of each Team Member. All Team Members are requested to cooperate in observing these rules and to help maintain a safe work environment. Team Members should:

- Report all accidents and injuries to your Supervisor/Manager immediately, including near misses.
- Never operate any machine or equipment unless you are specifically authorized and trained to do so;
- Not operate defective equipment. Do not use broken hand tools. Report defective or hazardous equipment to your Supervisor;
- Make sure all safety attachments are in place and properly adjusted before operating any machine;
- Not operate any machine or equipment at unsafe speeds or in an unsafe manner. Shut off equipment that is not in use;
- Wear all protective garments and equipment necessary to be safe on the job. Wear proper shoes. Sandals or other open-toed or thin-soled shoes should not be worn;
- Never oil, clean, repair or adjust any machine while it is in motion and unless authorized to do so;
- Not lift items, which are too bulky or too heavy to be handled by one person. Ask for assistance;
- Keep all aisles, stairways, and exits clear of skids, boxes, air hoses, equipment and spillage;
- Not place equipment and materials so as to block emergency exit routes, fireboxes, sprinkler shutoffs, machine or electrical control panels, or fire extinguishers;

- Stack all materials neatly and make sure piles are stable;
- Keep your work area, machinery and all company facilities, neat and clean; Put tools and equipment away when they are not in use;
- Not participate in horseplay, teasing or otherwise distract fellow Team Members from the job they are doing;
- Safeguard other workers at all times;
- emergency evacuation routes, fire extinguisher locations and eyewash station locations in your surrounding area;
- Keep all flammable liquids in approved containers and stored in appropriate cabinets;
- Never stand or work under a suspended load, be it hoist, crane or forklift;
- Always use a ladder instead of climbing on racks, materials or crates;
- Smoke only in designated smoking areas;
- Company vehicles are to be driven by authorized Team Members only during ASM Global business hours;
- All Team Members are expected to wear seat belts at all times while in a moving vehicle being used for company business, whether they are the driver or a passenger;
- Use of handheld business phones, whether personal or business-owned, while behind the wheel of a moving vehicle being used on company business is strictly prohibited. It is every Team Member's responsibility to maintain a safe and clean work environment.

Electrical, Plumbing & Compressed Air – RFP

BCCCC/SMG

ATTACHMENT A. – Proposal Form

120 VOLT

| ELECTRICAL OUTLETS | ADVANCE RATE (PRE MOVE-IN) | DAY OF RATE |
|-------------------------------|---------------------------------------|--------------------|
| 500 WATTS (5AMPS) | | |
| 1000 WATTS (10AMPS) | | |
| 2000 WATTS (20 AMPS) | | |

208 VOLT SINGLE PHASE

| ELECTRICAL OUTLETS | ADVANCE RATE (PRE MOVE-IN) | DAY OF RATE |
|-------------------------------|---------------------------------------|--------------------|
| 20 AMPS | | |
| 30 AMPS | | |
| 60 AMPS | | |

208 VOLT THREE PHASE

| ELECTRICAL OUTLETS | ADVANCE RATE (PRE MOVE-IN) | DAY OF RATE |
|-------------------------------|---------------------------------------|--------------------|
| 20 AMPS | | |
| 30 AMPS | | |
| 60 AMPS | | |
| 100 AMPS | | |
| 200 AMPS | | |
| 400 AMPS | | |

TRANSFORMER(S) Boost 208 Volt to 230 Volt

| | RATE PER AMP |
|---------------------------------------|---------------------|
| Transformer – 20amp minimum charge | |

480 V CONNECTIONS Approximately A.C 60 Cycle

480 VOLT THREE PHASE

| ELECTRICAL OUTLETS | ADVANCE RATE (PRE MOVE-IN) | DAY OF RATE |
|-------------------------------|---------------------------------------|--------------------|
| 20 AMPS | | |
| 30 AMPS | | |
| 60 AMPS | | |
| 100 AMPS | | |

120 V RENTAL MATERIAL

| ITEM | RATE |
|--------------------|-------------|
| 15' Extension Cord | |
| Power Strip | |

WATER SERVICE – One time for single container and one time empty

| SERVICE | ADVANCED RATE (PRE MOVE-IN) | DAY OF RATE |
|------------------------------|------------------------------------|--------------------|
| FILL/EMPTY UP TO 100 GALLONS | | |
| FILL/EMPTY 101- 500 GALLONS | | |
| FILL/EMPTY OVER 500 GALLONS | | |

COMPRESSED AIR SERVICE

| SERVICE | ADVANCED RATE (PRE MOVE-IN) | DAY OF RATE |
|---------------------------|------------------------------------|--------------------|
| COMPRESSED AIR CONNECTION | | |

| BCCC - Electric, Plumbing and Compressed Air Evaluator Scorecard Guidelines | | | | | |
|---|-------------|----------|----------|----------|----------|
| | Point Value | Vendor 1 | Vendor 2 | Vendor 3 | Vendor 4 |
| Scoring | | | | | |
| Pricing | 25 | | | | |
| Advanced Rate: sum of prices in Attachment A: Advance Rate column. Calculation: (Lowest Proposed Price / Proposer's Price) x 12 = Price Score. | 12 | | | | |
| Day Of Rate: sum of prices in Attachment A: Day of Rate column. Calculation: (Lowest Proposed Price / Proposer's Price) x 10 = Price Score. | 10 | | | | |
| Transformers and 120 V Rental Material: sum of prices in Attachment A: Transformer(s) and 120V Rental Material column. Calculation: (Lowest Proposed Price / Proposer's Price) x 3 = Price Score. | 3 | | | | |
| Commission | 13 | | | | |
| Commission (percentage) vendor pays to SMG (and which SMG passes on to County) on all gross receipts of vendor's sales and service at BCCC. Half point (0.5) for each percent of commission paid at or above 25 percent commission. Calculation: (Proposers Commission - 24) x 0.5 = Score. For example: 24%-24.99% = 0 points. 25%-25.99% = 0.5 point. 26%-26.99% = 1 point. 27%-27.99% = 1.5 points. And so on, to: 49% and above = 13 points. | 13 | | | | |
| Related Facility Experience | 20 | | | | |
| Experience in providing Electrical, Plumbing & Compressed Air services at facilities of comparable size or larger than the BCCC | 10 | | | | |
| Five (5) year minimum length of time you firm has been providing Electric, Plumbing & Compressed Air Services. State the length of time your firm has been providing these services in excess of five (5) years. (2 points each year above 5 years) | 10 | | | | |
| Management Team | 10 | | | | |
| Personnel qualifications of staff to be assigned to the project. | | | | | |
| Equipment Inventory Available BCCC | 15 | | | | |
| Bidder shall provide SMG a list of Bidder's equipment. Bidder shall provide, maintain, repair and/or replace equipment at Bidder's sole cost. | | | | | |
| Broward County Based Business | 5 | | | | |
| Option 1 - Office in Broward County (2) | 2 | | | | |
| Option 2 - Corporated headquarters located in Broward County (maximum point value 5) | 5 | | | | |
| Option 3 - No office or Corporate headquarters in Broward County (0) | 0 | | | | |
| Financial Stability | 5 | | | | |
| Provide audited financial statements of the Bidder, if available, for its two (2) most recent fiscal years, including balance sheets and profit and loss statements, prepared and certified by an independent certified public accountant. | 5 | | | | |
| Approach | 5 | | | | |
| Organization Approach – Outline a general plan of your approach to meet the requirements of this RFP. | 5 | | | | |
| Options/Additional Considerations | 2 | | | | |
| Any added value bidder would like to include | 2 | | | | |

LOCATION CERTIFICATION FORM

Vendors must check one (1) box from the following options.

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

Option 1: The Vendor has an office in Broward County. The Vendor further certifies that:

- A.** It has continuously maintained,
- 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 this solicitation.

If Option 1 is selected, indicate the office location: _____

Option 2: The Vendor has its corporate headquarters located in Broward County. The Vendor further certifies that:

- A.** The Vendor has continuously maintained,
- 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 this solicitation;
- B.** The corporate headquarters located in Broward County 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 corporate headquarters located in Broward County; and

- 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 corporate headquarters located in Broward County;
-

If Option 2 is selected, indicate the corporate headquarters location: _____

- Option 3:** The Vendor does not have an office in Broward County nor does it have a corporate headquarter located in Broward County.

If Option 3 is selected, indicate the office location: _____

Required Supporting Documentation (in addition to this form):

Option 1 or 2:

1. Broward County local business tax receipt.

AUTHORIZED SIGNATURE/NAME: _____

TITLE: _____

VENDOR NAME: _____

DATE: _____

**SERVICE AGREEMENT
FOR
GREATER FORT LAUDERDALE/BROWARD COUNTY CONVENTION CENTER**

THIS SERVICE AGREEMENT (together with the Exhibits attached hereto, the “**Agreement**”) is made and entered into by and between SMG, a Pennsylvania General Partnership, with an address at 1950 Eisenhower Blvd, Fort Lauderdale, FL 33316 (“**SMG**”), and _____, a Florida corporation, whose current address is _____ (the “**Provider**”) (each a “**Party**” and collectively referred to as the “**Parties**”).

BACKGROUND

SMG is the manager of the Greater Fort Lauderdale/Broward County Convention Center (the “**Facility**”), located in Fort Lauderdale, Florida, and owned by Broward County, Florida, a political subdivision of the State of Florida (the “**Owner**”). Pursuant to an agreement between SMG and Owner, SMG manages and operates the Facility (the “**Management Agreement**”). SMG desires to obtain the services of an independent company to perform certain functions relating to the Facility, as more particularly described in this Agreement. Provider has the personnel, material, equipment, and know-how to perform the types of services desired by SMG, as more particularly described in this Agreement. Accordingly, SMG desires to obtain those services from Provider, and Provider desires to perform those services for SMG, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the foregoing, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Services. Provider shall perform the services and work described on Exhibit A (the “**Services**”), and in doing so must comply with the terms of the Management Agreement. Exhibit A is a description of Provider’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the services and work described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

2. Payment for Services. For and in consideration of Providers rights under any contract resulting from this RFP, Provider will agree to pay the venue a percentage commission based on the gross receipts of all sales of services, labor, equipment rentals, service charges, management fees, etc. made to venue clients in accordance with the payment terms and conditions set forth in Exhibit B.

SMG may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of the of Owner's withholding funds to SMG due to inadequate or defective work that has not been remedied or resolved to the Owner's satisfaction.

3. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on _____ ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this section are collectively referred to as the "Term." SMG may, in its sole discretion, extend this Agreement for up to three (3) additional one (1) year terms (each an "Extension Term") by sending notice of extension to Provider at least ninety (90) days prior to the expiration of the then-current term. Unless expressly stated in Exhibit B, Provider shall be compensated at the rates in effect when an Extension Term was invoked by SMG, and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4. Default and Termination.

(a) Default. Provider shall be in default under this Agreement if any of the following occur: (i) Provider or any of its officers, employees, or agents fail to perform or fulfill any term, covenant, or condition contained in this Agreement and Provider fails to cure such default within five (5) calendar days after Provider has been notified in writing of such default; (ii) Provider makes a general assignment for the benefit of creditors; (iii) the filing by or against Provider of any petitions in bankruptcy either voluntary or involuntary, (iv) any transfer, assignment, or the passing of any benefits, rights, or obligations of this Agreement to creditors, assignees, or transferees of Provider without the prior written approval of SMG, which may be withheld in its sole and absolute discretion; (v) the abandonment or discontinuance by Provider, without written consent of SMG, of any or all of the Services permitted or required herein; or (vi) if Provider was a certified CBE or SBE with Broward County on the Effective Date of this Agreement, a failure to maintain such certification through the Term.

SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to cure such default within thirty (30) business days after SMG has been served with written notice of such default or SMG makes a general assignment for the benefit of creditors. SMG shall not be deemed to be in default under this Agreement if SMG fails to pay any of the fees due hereunder as a result of Provider's default under this Agreement.

Nothing herein shall be construed as excusing either Party from diligently commencing and completing a cure within a lesser time if reasonably possible.

(b) Termination. Upon a default pursuant to Section 4(a) hereof, the non-breaching Party may, at its option, upon written notice or demand upon the other Party, terminate this Agreement:

5. Insurance.

Provider shall, at its own expense, secure and maintain the insurance requirements stated in Exhibit C at all times during the term of this Agreement. Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this section. Not less than

thirty (30) days prior to commencement of this Agreement, Provider shall deliver to SMG certificates of insurance or other documentation sufficient to demonstrate the insurance coverage required in this section.

6. **INDEMNIFICATION.**

(a) **PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SMG AND OWNER, AND THEIR CURRENT, PAST, AND FUTURE OFFICERS, AGENTS, 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 AGREEMENT, AND CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY ANY INTENTIONAL, RECKLESS, OR NEGLIGENT ACT OR OMISSION OF PROVIDER, ITS OFFICERS, EMPLOYEES, OR AGENTS, ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, A "CLAIM"). IF ANY CLAIM IS BROUGHT AGAINST AN INDEMNIFIED PARTY, PROVIDER SHALL, UPON WRITTEN NOTICE FROM SMG, DEFEND EACH INDEMNIFIED PARTY WITH COUNSEL SATISFACTORY TO SMG AND OWNER, OR, AT SMGS OPTION, PAY FOR AN ATTORNEY SELECTED BY SMG AND OWNER TO DEFEND THE INDEMNIFIED PARTY. THE OBLIGATIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. IF CONSIDERED NECESSARY BY SMG, ANY SUMS DUE PROVIDER UNDER THIS AGREEMENT MAY BE RETAINED BY SMG UNTIL ALL CLAIMS SUBJECT TO THIS INDEMNIFICATION OBLIGATION HAVE BEEN SETTLED OR OTHERWISE RESOLVED.**

(b) THE OBLIGATIONS OF SUBPARAGRAPH (A) ABOVE SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

7. Compliance with Laws. Provider and all Services must comply with all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

8. Review and Audit Privileges. Provider shall keep and preserve, during the term of this Agreement and for at least three (3) years following the expiration or termination of this Agreement, full and accurate books, records, and accounts of Provider and its subcontractors that are related to this Agreement (collectively, the "**Records**"). Provider and its subcontractors shall give SMG and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period of time to review and/or audit the Records, from time to time, upon request. Provider and its subcontractors shall also provide, at Provider's own expense, copies of all or a portion of the Records when so requested by SMG. In the event any audit conducted by an independent auditor discloses overpricing or overcharges to SMG of any nature by Provider in excess of five percent (5%) of the total billings reviewed by SMG, in addition to making adjustments for the overcharges, Provider shall pay the actual cost of such audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of SMG's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

9. Representations and Warranties. Provider hereby represents and warrants as follows:

(a) Provider has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that Provider and each person and entity that will provide 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 Services. Provider represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

(c) Provider represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Provider, threatened against or affecting Provider, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Provider to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Provider or on the ability of Provider to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(a) Provider represents and warrants that all statements and representations made in Provider's proposal, bid, or other supporting documents submitted to SMG in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

(b) Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

(c) Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

(d) Provider 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 Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with SMG on any of the grounds stated in Section 287.135, Florida Statutes.

(e) Prohibited Telecommunications Equipment. Provider represents and certifies that it and its 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. Provider represents and certifies that Provider and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

(f) Provider acknowledges that SMG is materially relying on the representations, warranties, and certifications of Provider stated in this section, and SMG shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Provider; (c) set off from any amounts due Provider the full amount of any damage incurred; and (d) debarment of Provider.

10. Covenants. Provider hereby covenants as follows:

(a) Provider shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform the Services hereunder.

(b) Provider shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. “**Hazardous Material**” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in any applicable state or federal environmental law.

(c) Provider shall not make any alterations or improvements to the Facility without the prior written consent of SMG.

(d) Provider shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG.

(e) No portion of any passageway or exit at the Facility shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted

while the Facility is in use. Moreover, all designated exits shall be maintained in such manner as to be visible at all times.

(f) Provider's employees will adhere to the provisions of the SMG Business Conduct Policy Book, SMG Human Resource Policies & Procedures, and SMG Customer Service Training, the terms of which are incorporated herein by reference.

11. Confidentiality.

SMG agrees that the vast majority of documents and other records related to subcontractor agreements are subject to disclosure under Florida's public records laws. The Confidentiality section is intended to cover the rare situation in which SMG wants to share trade secret information with a subcontractor—e.g., a particular method or program developed separate from SMG's contract with the County—or other info that could be exempt from disclosure under Florida's public records act. In such a case, the information could lose trade secret protection/status if SMG fails to take proper protective measures, including having confidentiality provisions like this one.

As stated in subsection (f) of the provision, the confidentiality obligations don't apply to Information "required to be disclosed by judicial or administrative process, or in the opinion of counsel, by other mandatory requirements of law." So the applicability ends up being quite narrow.

(a) Generally, the documents, materials, and information associated with this Agreement and SMG's management and operation of the Facility are public records under Florida's public records laws and are subject to disclosure. However, in connection with the performance of the Services under this Agreement, SMG may provide to Provider confidential and/or proprietary information of SMG and its operations at the Facility that SMG believes constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) which information SMG shall separately submit and conspicuously label as "EXEMPT FROM PUBLIC RECORD PRODUCTION" or "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET" or both as applicable. A request for public records regarding this Agreement must be made directly to Owner, which will be responsible for responding to any such public records request. SMG and Provider will provide any requested records to Owner to enable Owner to respond to the public record request. As a condition to the provision of such information by SMG to Provider, Provider agrees to be bound by the terms of this Section 11.

(b) "Information" for the purpose of this Section 11 shall mean information SMG has separately submitted and conspicuously labeled in accordance with subsection (a) as being exempt from public record production or trade secret information.

(c) All Information disclosed by SMG to Provider shall remain the property of SMG and shall be kept secret and confidential and be maintained in confidence by Provider and its directors, officers, employees, consultants, subcontractors, and agents. In addition, Provider and its directors, officers, employees, consultants, subcontractors, and agents shall not, without the prior written permission of SMG, disclose in any manner whatsoever, in whole or in part, or use the

Information of SMG, other than for the purpose of performing its Services under this Agreement. Without limiting the foregoing, Provider shall restrict the custody, possession, knowledge, development, compilation, preparation, and use of the Information to its officers, employees, and permitted consultants, subcontractors, and agents who are directly involved in performing the Services hereunder to the extent such Information is needed in order to perform such services and then only on a confidential basis acceptable to SMG. If requested by SMG, Provider shall cause each of its officers, employees, and permitted consultants, subcontractors, and agents assigned to or otherwise involved in performing such services to agree to be bound by this Agreement as a condition of the continued provision of the Services hereunder.

(d) So long as Provider is restricted pursuant to this Section 11, Provider shall, notwithstanding the provisions of subparagraph (b) above, take all steps it would normally take to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, Provider shall be liable to SMG for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of Provider.

(e) Upon SMG's written request, Provider shall promptly return to SMG all Information and tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

(f) The obligations of Provider under this Section 11 shall not apply to: (i) Information which, at the time of disclosure thereof, is in the public domain; (ii) Information which, after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Agreement by Provider; (iii) Information which Provider receives from a third party who has the right to, and legally does, disclose the same to Provider; or (iv) Information which is required to be disclosed by judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of law. Notwithstanding the foregoing, Information shall not be deemed in the public domain simply because it is included in more general information in the possession of Provider.

(g) In connection with the performance of the Services hereunder, any communications, oral or written, that Provider may need to have with any other party (including without limitation the Owner or its directors, officers, employees, agents, or representatives) shall be made through SMG and its designated officers and employees, unless Provider receives the prior written consent from SMG's General Manager at the Facility.

(h) Provider agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of SMG and that SMG's remedies of law for a breach of any of the provisions of this Agreement will be inadequate and that, in connection with any such breach, SMG will be entitled, in addition to any other available remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Agreement to be unreasonable, Provider agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and that Provider will not assert that such provisions should be eliminated in their entirety by such court.

- (i) The obligations of confidentiality and non-use contained in this Section 11 shall expire five (5) years after the expiration or termination of this Agreement.

12. Construction of this Agreement.

(a) Choice of Law. This Agreement 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 Agreement 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 Agreement 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.

(b) Interpretation. The paragraph headings are inserted herein only as a matter of convenience and for reference and are in no way intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section, paragraph, or article of this Agreement, such reference is to the section, paragraph, or article as a whole, including all subsections and subparagraphs thereof, unless the reference is made to a particular subsection or subparagraph of such section, paragraph, or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the subject matter of this Agreement. Unless expressly authorized herein, no alteration, amendment, or modification of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of SMG and Provider.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

(e) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of SMG, and to such successors and assigns of Provider as are permitted to succeed to the Provider’s right upon and subject to the terms hereof.

(f) Independent Contractor; No Partnership. SMG and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, SMG or Provider a partner

of one another, nor shall this Agreement be construed to create a partnership, joint venture, or any other relationship between and of the Parties.

(g) Third-Party Beneficiaries. Except for Owner, who is expressly agreed to be an intended third-party beneficiary of this Agreement, having all rights and privileges associated therewith, neither Provider nor SMG intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. Miscellaneous.

(a) Materiality and Waiver. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or modification of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

(b) Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by SMG. Except for approved subcontracting, neither this Agreement nor any of the rights or obligations hereunder may be assigned, transferred, or subcontracted by Provider without the prior written consent of SMG, as to any subcontract, and Owner, as to any assignment or transfer. Any assignment, transfer, or subcontract in violation of this paragraph shall be void and ineffective, constitute a breach of this Agreement, and permit SMG to immediately terminate this Agreement, in addition to any other remedies available to SMG at law or in equity. Owner and SMG shall have the right to condition its approval of any assignment, transfer, or subcontract upon further due diligence and an additional fee paid to SMG or Owner to reasonably compensate it for the performance of any such due diligence.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the Party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

If to SMG: SMG
1600 SE 17th Street, Suite 400
Fort Lauderdale, FL 33316
Attention: Director of Operations

If to Provider: _____

Attention: _____

(d) Cooperation/Mediation.

(i) The Parties desire to cooperate with each other in the performance of their respective duties pursuant to the terms of this Agreement. In keeping with this cooperative spirit and intent, any dispute arising hereunder, other than those necessary to preserve, protect, enforce, or defend the rights and/or obligations of either SMG and/or the Owner under the Management Agreement which shall be exempt from the mediation requirements of this Section 13(d), will first be referred to the parties' respective agents or representatives prior to either party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within thirty (30) days after the commencement of such discussions. If and only if any dispute remains unresolved after the parties have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to Sections 13(d)(ii) and (iii) below.

(ii) If any dispute between the Parties has not been resolved pursuant to Section 13(d)(i) above, the Parties will endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the Parties cease direct negotiations pursuant to Section 13(d)(i) above, SMG shall select a neutral third-party mediator, who shall be subject to the reasonable approval of Provider. Each Party will bear its own cost of mediation; provided, however, the cost charged by any independent third-party mediator will be shared equally by the Parties.

(iii) The Parties agree that any mediation proceeding (as well as any discussion pursuant to Section 13(d)(i) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential, and privileged communication by the Parties and the mediator. No stenographic, visual, or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers, and opinions made in the course of the mediation or such discussion by any Party, its agents, employees, representatives, or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the Parties and will not be disclosed to any third party.

(iv) The Parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that Party refuses to adhere to the mediation procedure set forth in this Section 13(d), the other Party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(v) The Parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when:

(i) a written settlement agreement is executed by the Parties; (ii) the mediator concludes and informs the Parties in writing that further efforts to mediate the dispute would not be useful; or (iii) the Parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either Party may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 13(d)(ii).

(vi) If any dispute has not been resolved pursuant to the foregoing, either Party can initiate litigation and/or terminate this Agreement as provided in Section 5 herein. The procedure specified in this Section 13(d) shall be the sole and exclusive procedure for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section 13(d).

(vii) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 13(d) are pending. The Parties will take such action, if any, required to effectuate such tolling. Each Party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

(e) Force Majeure. Except as otherwise provided herein, neither Party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fires, natural disaster, terrorism, epidemics/pandemics/public health emergencies, quarantine restrictions, labor stoppage, failure of public utilities, civil unrest, orders or directives of applicable federal, state, or local governmental entities (including, but not limited to Owner), or war or military hostilities, and any delivery or performance date shall be extended to the extent of any resulting delay.

(f) Property of SMG. To the extent that any materials are developed or prepared by Provider in connection with the performance of its obligations hereunder, then such materials shall be deemed to be a part of this Agreement and shall be and remain the property of SMG at all times, notwithstanding the expiration or termination of this Agreement at any time for any reason.

(g) Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

(h) Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Section 1 through 13 of this Agreement, the provisions contained in

Sections 1 through 13 shall prevail and be given effect.

(i) Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.

(j) Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(k) Owner's Regulatory Authority/Capacity. Notwithstanding the fact that Owner is a political subdivision with certain regulatory authority, Owner's status as an express third-party beneficiary under this Agreement is not in its regulatory capacity. If Owner exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to Owner's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to Owner as a third-party beneficiary under this Agreement, nor impact any rights Owner may have as a third-party beneficiary.

(l) Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Provider certifies that it has and will maintain a drug-free workplace program throughout the Term.

(m) Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Provider shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Provider shall ensure all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: SMG, signing by and through its _____, duly authorized to execute same, and Provider, signing by and through its _____, duly authorized to execute same.

SMG

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

SMG, a General Partnership

By: _____
Authorized Signor

Print/Type Name & Title

____ day of _____, 20__

PROVIDER

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

PROVIDER: _____

By: _____
Authorized Signor

Print/Type Name & Title

____ day of _____, 20__

EXHIBIT A
DESCRIPTION OF SERVICES

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT C

INSURANCE

(a) A commercial general liability insurance policy in form acceptable to SMG including: (1) premises/operations, (2) products/completed operations liability, (3) property damage, (4) broad form contractual, and (5) personal injury, bodily injury and advertising injury. This general liability insurance shall have limits not less than:

(i) \$1,000,000 each occurrence

(ii) \$1,000,000 general aggregate

(b) commercial automotive bodily injury and property damage insurance in form acceptable to SMG for business use covering all vehicles operated by Provider, its officers, agents, and employees in connection with the Services, whether owned by Provider, SMG, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage);

(c) commercial umbrella liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence; and,

(d) Worker's Compensation insurance which meets applicable statutory limits including employer's liability with limits not less than:

(i) \$100,000 bodily injury by accident – each accident

(ii) \$100,000 bodily injury by accident – each employee

(iii) \$500,000 bodily injury by disease – policy limit

(e) The following shall apply to the insurance policies described in (a, b, and c) above:

(i) Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this Section 5. Not less than thirty (30) days prior to the commencement of this Agreement, Provider shall deliver to SMG certificates of insurance evidencing the existence thereof, all in such form as SMG may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of SMG, Risk Management Director, 300 Conshohocken State Rd., Suite 770, West Conshohocken, PA, 19428, and Broward County, Florida, 1600 SE 17th Street, Suite 400, Ft Lauderdale, FL 33316." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Provider shall deliver to SMG at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) Provider hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Provider under this Agreement, including, without limitation, Provider's indemnification obligations under Section 6 below.

(iv) The policies shall be issued by insurance companies licensed to do business in the State of Florida with the financial rating of at least A-B status, as rated in the most recent edition of Best's Insurance Reports.

policies. (v) Except as otherwise provided above, the insurance policies shall be issued as primary

- (f) The terms of all insurance policies referred to in this Exhibit C **SHALL PRECLUDE SUBROGATION CLAIMS AGAINST SMG, OWNER,** and their respective officers, employees, and agents.