

**SPECIAL INSTRUCTIONS TO VENDORS  
QUOTATION REQUEST OR INVITATION TO BID**

**Lost and Found Management Software**

**A. Scope**

This open-end contract is for Lost and Found Management Software for the Broward County Aviation Division and various other Broward County agencies that may have need of these services and/or products in accordance with the Specifications and Requirements.

**B. Contract Type**

**Open-End/Indefinite Quantity Contracts.** This solicitation is not for a definite quantity of goods or services and is for an open-end/indefinite quantity contract. The County shall purchase the guaranteed minimum quantity of goods or services (if any) stated in the solicitation but may exceed that minimum amount, and the Contractor shall provide all amounts ordered by the County, limited only by any maximum quantity stated in the solicitation. The County may issue purchase orders on this solicitation as and when required; issue a blanket purchase order for individual agencies; issue instructions for use of direct purchase orders by various County agencies; procure amounts above any stated guaranteed minimum quantity by any method from any other source(s); or do any combination of the foregoing. No delivery of goods or performance of services shall become due or be accepted without a written purchase order and delivery instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. If the County requires delivery within a shorter period than the delivery time specified in the solicitation (if any), and if the Vendor is unable to deliver by that time at the contracted price, the County may obtain such delivery from other sources, without penalty or prejudice to the County, and such shall not be a violation of the contract.

There is no guaranteed minimum quantity of goods or services. Any quantities stated are estimates only.

Contract Term/Period: The initial contract period shall start on date of award, or upon expiration of the current contract on 09/08/2026, whichever is later, and shall terminate one year from that date. The Director of Purchasing may renew this contract for four (4) one year periods subject to Vendor acceptance, Vendor satisfactory performance, and the Director of Purchasing's determination that renewal will be in the best interest of the County. Notification of intent to renew will be sent in advance of expiration date of this contract. The Vendor must complete delivery, and the County will receive delivery, on any orders issued by the County to the Vendor prior to the date of expiration.

**C. Office of Economic and Small Business Requirements**

A SBE/CBE Reserve or CBE Goal is not applicable to this solicitation.

**D. Funding Requirements (ex. Grant, State, or Federal)**

Not applicable to this solicitation.

**E. Specifications and Requirements**

The **Specifications and Requirements** included apply to this solicitation. If the Specifications and Requirements reference a third party (i.e., manufacturer, applicator, subcontractor, etc.), the reference is to be construed as the Vendor through the third party. The product offered by the Vendor must, on an overall basis, be equal or greater

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in quality or performance than the Specifications and Requirements. Broward County shall be the sole judge of what constitutes equal or greater in quality or performance. Submittals that do not comply with Specifications and Requirements are subject to rejection.

**F. Requests for Approved Equals**

Not applicable to this solicitation.

**G. Vendor Responsibilities**

The Vendor will be responsible for the provision, installation (if applicable, per **Specifications and Requirements**, and performance of all equipment, materials, services, etc. offered in their submittal. The Vendor is not relieved of responsibility for the performance of all equipment furnished, or of ensuring timely delivery of materials, equipment, etc., even if the equipment or materials are not of their own manufacture.

**H. Fiscal Year End**

Not applicable to this solicitation.

**I. Basis of Award**

Award of this contract will be made to the lowest responsive, responsible bidder on a total bid price (sum of all items) basis. The County reserves the right to award on a group basis (if applicable), item by item basis or total bid price basis, whichever is deemed to be in the County's best interest, in accordance with General Conditions, Section B.7.

**J. Multiple Awards**

Not applicable to this solicitation.

**K. Price Adjustment/Escalation**

No price increases will be allowed during the initial contract period. For any renewal term, the Vendor may request a price increase in accordance with the Price Escalation Procedure below.

Price Escalation Procedure:

To seek a price increase, a Vendor must submit a written request to the County at least ninety (90) days prior to the renewal term or expiration of the renewal period. The Vendor must supply documentation to substantiate the requested increase. The request must include the proposed amount and effective date of the increase.

The Director of Purchasing may refuse to grant the requested price increase as not properly documented or excessive. If the Director of Purchasing refuses the requested price increase and the matter cannot be resolved to the satisfaction of the County, the Vendor shall continue to perform under the contract at the existing contracted price(s) to the end of the then current term, including completing delivery on any orders placed with the Vendor prior to the end of the then current term. Failure to complete delivery shall be grounds for cause the Contractor to be suspended and/or debarred from doing business with the County pursuant to the Broward County Procurement Code Section 21.73, Authority to Debar or Suspend.

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If the Director of Purchasing approves a price increase, the increase shall be no greater than (unless specifically approved otherwise by the Director of Purchasing), the difference of Consumer Price Index (CPI) or Producer Price Index (PPI) of the current period less CPI/PPI previous period, divided by CPI/PPI previous period, times 100 (only one index may be used in formula calculation). The CPI/PPI current period shall mean the most recent month for the contract period index prior to Vendor's written request. The CPI/PPI previous period shall mean for the same month of the prior year. All indices shall be obtained from the U.S. Department of Labor Statistics. For example: Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 2020-22 = 100, and not seasonally adjusted.

The Purchasing Division will notify the using agencies and the Vendor in writing of the effective date of any approved price increase. If a request for price increase is approved, the new price(s) will apply only to the orders placed after the later of the date of the County's approval or the effective date proposed in the Vendor's request for a price increase; orders placed earlier will be invoiced at the unit price in effect at the time the order was placed.

**Price De-Escalation:**

If a supplier issues revisions, supplements, or replacements to the product lists, catalogs and/or price lists previously submitted to the County, any one of which reflects a decrease in the unit price of an item covered by the contract, the Vendor must notify the County of the price decrease within thirty (30) days of the notification from the supplier to the Vendor of the price decrease.

When the County receives notice of a price decrease of an item, the County may request the same reduction in price from the Vendor. The County shall make such request in writing. If agreed to by the Vendor, the decrease shall go into effect on the same day that the supplier of the item provides the decrease to the Vendor.

If the Vendor does not agree to the requested decrease, the Vendor must notify the County in writing no later than ten (10) business days after the County's request. If the Vendor fails to timely notify the County of its nonacceptance, then the Vendor shall be deemed to have approved the price decrease. If the Vendor timely notifies the County of its nonacceptance, then the County may, upon written notice to the Vendor, terminate the contract for cause.

**L. Maintenance and Service Requirements**

Refer to Specifications and Requirements.

**M. Licensing Requirements**

Not applicable to this solicitation.

**N. Certification Requirements**

Not applicable to this solicitation.

**O. Permits and Fees**

Not applicable to this solicitation.

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**P. Allowances**

This solicitation includes an allowance in the amount of \$5,000 for future additional purchases (Balance-of-Line). It is not necessary to add your allowance amounts into your bid prices. The County will add the allowance amount minus the Discount-off list percentage offered by the Vendor to the Bid Tabulation.

Additional Purchases (Balance-of-Line): The County may add licensing or related items during the term of this contract. Vendors shall provide a fixed balance-of-line minimum percentage discount (e.g., discount off manufacturer's suggested retail price (MSRP)) for licensing or related items not expressly listed in this solicitation. Vendors must meet or exceed the minimum discount level throughout the term of this contract.

Process for Future Additional Purchases:

1. The County will request a quote from the vendor awarded the group, specifying the products and/or services requested (which may include a statement of work, if applicable).
2. The Vendor shall provide the quote no later than five (5) business days of County's request. Quote must include current MSRP; the discount percentage, and the County's price (which must reflect no less than the contracted minimum discount).
3. Upon review and approval of the quote, County will issue a Purchase Order.

**Q. Public Bid Disclosure Act**

Not applicable to this solicitation.

**R. Recycling Preference**

Not applicable to this solicitation.

**S. Prevailing Wage Rates**

Not applicable to this solicitation.

**T. Liquidated Damages**

1. Not applicable to this solicitation

**U. Payment**

Payment for equipment, installation, or other services shall be made in accordance with General Conditions, C.3. Payment. Payment for software maintenance and support shall be made annually, in advance.

**V. Additional Information/Instructions**

Vendor must follow the instructions and submit the completed **ETS Vendor Security Questionnaire (VSQ)** (for applicable solution – services, hardware, and/or software) with its submittal within three business days after the County's written request. The VSQ assesses the Vendor's security policies and/or system protocol and to identify any potential security vulnerabilities. If a response requires additional information, attach additional pages.