



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

Request for Proposal

NORTH KITCHEN DISH MACHINE

at the Broward County Convention Center

Bid Package Number: RFP 142-06-2025

Proposal Due Date: Wednesday, August 6, 2025

Issue Date: Tuesday, June 24, 2025

Issued By: SMG INC.

1950 Eisenhower Blvd.

Ft Lauderdale, FL 33316

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## NORTH KITCHEN DISH MACHINE

### BCCC/SMG

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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 is seeking to engage a qualified vendor for the purchase and installation of a new commercial dishwashing machine (the "Dish Machine") in the North Kitchen at the Broward County Convention Center. This document outlines the scope of work for the project, including all necessary equipment, tools, installation labor, supervision, licenses, permits, taxes, and deliverables, as further described herein (the "Services")

### 1.02 Bid Due Date

- A. Bids are due on Wednesday, August 6, 2025, no later than 2pm. 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: NORTH KITCHEN DISH MACHINE, RFP 142-06-2025.
- C. Bids may be mailed, or hand delivered to Ms. Ruth Fay, SMG-Broward County Convention Center, 1950 Eisenhower Blvd, Ft. Lauderdale, FL, 33316.
- D. Bidders must submit three (3) bound and sealed original bids to the address above, with full proposal, which must include all required submittals as described within the Invitation to Bid.
- E. Faxed or emailed Bids will **NOT** be accepted or considered.

### 1.03 Obtaining Bid Documents

- A. Bid Documents may be obtained from: BIDSUSA, Unicom Systems Inc, [www.bidsusa.net](http://www.bidsusa.net) and on the facility website, [www.ftlauderdalecc.com/rfp/](http://www.ftlauderdalecc.com/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, Clarifications, and Additional Information

- A. Questions, clarifications, and requests for additional information regarding the Bid Documents **MUST** be submitted in writing, via email to [bcccrfp@ftlauderdalecc.com](mailto:bcccrfp@ftlauderdalecc.com) using the form provided as Schedule 1 by the date provided in Section 2 below. In the 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. SMG **will not** share a vendor's specific proposal with other vendors. 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	NORTH KITCHEN DISH MACHINE
Bid Package Number	RFP 142-06-2025
MANDATORY Pre-Bid Conference & OPTIONAL Campus Tour (MAX 2 people)	Yes
Pre-Bid Conference Location	Broward County Convention Center, 1950 Eisenhower Blvd, Fort Lauderdale, FL 33316
Submit Number & Names of Attendees for the Pre-Bid Conference via email to <a href="mailto:bcccrfp@ftlauderdalecc.com">bcccrfp@ftlauderdalecc.com</a> . Subject line MUST contain bid number and name.	Wednesday, July 2 ,2025
Pre-Bid Conference Date	Wednesday July 9, 2025
Pre-Bid Conference Time & Location (Room Number)	1 PM Level Two, BCCC, Conference Suite
Deadline for Questions	Wednesday, July 23, 2025
Bid Due Date	Wednesday, August 6, 2025
Bid Due Time	2 PM 8/6/2025
Post Bid Interview/Presentation Location	Broward County Convention Center, Room number TBD
Post Bid Interview/Presentation Date	TBD
Post Bid Interview/Presentation Time	TBD
Business Location	Refer to <b>Location Certificate Form, Schedule 4</b> , and submit as instructed.
Taxable	Yes
Term	N/A
Contract Option	N/A
Contract Start Date	TBD
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 1 – 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. "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.
- C. "Bid Documents" means this RFP, and any yet to be issued Addenda to this RFP and the Service Agreement.
- D. "Bidder" means an entity reviewing and responding to this Bid.
- E. "Event" means a convention, exhibit, exposition, public show, trade show or other event of a similar nature occurring at the Facility.
- F. "Facility" means the multi-purpose Broward County Convention Center.
- G. "Owner" means Broward County.
- H. "Provider" means the Bidder awarded the final contract for services.
- I. "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 installation at large venues. Ten (10) years' experience with similar scale projects for commercial kitchen equipment.
- C. Bidder shall provide all necessary qualified personnel, tools, and equipment to perform the required services.
- D. Bidder shall ensure that all personnel will have the necessary licenses and certifications to work on the Facility's NORTH KITCHEN DISH MACHINE.
- E. 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.

Bidder is required to provide all required coordination and supervision when Bidder's work connects to or is affected by the work of others working in the Facility. Bidder to be mindful that we are an event driven facility and must minimize any possible interference with events or meetings.

**3.05 Discrepancies, Omissions, or Interpretations**

- A. Bidder shall promptly notify SMG of any ambiguity, inconsistency, or error that they discover upon examination of the Bid Documents or of the site and local conditions.
- B. Requests for interpretations, 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 Introduction**

- A. Each Bid shall be submitted on the Proposal Form furnished with the Bid Documents. All blanks on the Proposal Form shall be filled in, whether electronically or manually. 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-Authority. 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, 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**

- A. This project is **NOT** 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 non-discrimination 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 non-discrimination.

**3.15 Certified Business Enterprise Vendors (CBE)**

- A. As part of the RFP process, CBE Vendors are encouraged to submit their proposals. Vendors with CBE-Certification should include proof of same with their submission. All vendors, including CBE-certified business, will be evaluated fairly and equitably based on the quality, value and alignment of the project requirements.
- B. Information on CBE certification, information, and requirements can be found by clicking on [this link](#).

**3.16 Security**

Bidder shall comply with all Facility Regulations at all times while at the Facility.

**3.17 ADA**

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

**3.18 Safety**

- A. The Bidder shall review and comply with SMG's Contractor Safety Program, attached hereto as Schedule 3.
- B. The Bidder 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 Bidder 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 the Facility shall carry an EPA approval number.

**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 Provider's 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 Material Storage**

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

**3.21 Permits and Fees**

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

**3.22 Service Agreement**

Attached as Schedule 2 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.

3.23 **Proposal Form: Attachment A: PLEASE LIST COMPANY NAME.**

<b>Dish Machine</b>	<b>Cost Year 1</b>	<b>Cost Year 2</b>	<b>Cost Year 3</b>	<b>Cost Year 4</b>	
<b>Annual Operating Costs (based on 10 Hours Per day/250 days per year)</b>					
Water					
Energy					
Chemicals					
Carbon Emissions					
<b>Extended Warranty (if applicable)</b>					
Cost of Warranty					
Travel Costs					
Labor (Straight time)					
Labor (Overtime)					
<b>If no Extended Warranty Offered, list cost of replacement items, see below for examples</b>					
Breaker					
Harness Pressure Sensor					
Chemical Pump					
Pump/Motor Assembly, 208-240/44-480V, 60HZ, 3PH					
<b>Other costs not identified</b>					

## SECTION 4- SCOPE OF SERVICES

### 4.01 Scope of Work:

- SMG is seeking proposals for the purchase and installation of a new commercial stainless steel dishwashing machine (the "Dish Machine") in the North Kitchen at the Facility, as further described in this section. This document outlines the scope of work for the project, including all necessary equipment, services, and deliverables. Bidder must conduct a thorough on-site inspection of existing conditions related to electrical, plumbing and drainage services to ensure compatibility with the proposed dish machine installation. The inspection findings must be documented and included in the proposal, along with any recommended modifications or upgrades necessary for successful integration.
- Project Overview:
  - Existing Equipment: Disconnect and remove one (1) existing commercial dish machine. Dispose of the removed unit in accordance with local regulations.
  - New Equipment: Purchase and install one (1) new high-capacity commercial Dish Machine, with a max footprint of 25 linear feet and with the following minimum specifications:
    - Wash cycle time: 1.5 minutes or less
    - Rack capacity: 40 racks per hour
    - Energy recovery features, such as:
      - Heat Recovery Systems
      - Condensate Capture
      - Temperature Control
      - Insulation Efficiency
      - Energy Monitoring systems
    - Energy Star certified
    - Suitable for heavy-duty washing of restaurant-grade dishware with low water consumption (typically less than 60 gallons per hour for final rinse)
    - Wash programs that include, but are not limited to:
      - Heavy soiled
      - Glassware
    - Water softening system
    - Auto delime
    - Automatic soil removal system
    - Auto clean
    - Blower dryer
    - Standard Convery
    - All door panels to be hinged for easy access
    - Safety features to trigger automatic shutdown to protect equipment and operators

- Dish Machine ducting to fit space
    - Soiled dishtable
    - Waste collector
    - Manufacturer warranty of at least one year
  - Installation: Install the new Dish Machine in the designated location, including:
    - Plumbing connections for hot and cold-water supply, drain line, and chemical dispensers (if applicable), all utilities within five (5) feet of existing space
    - Electrical connections, all utilities within five (5) feet of existing space
    - Proper ventilation and exhaust system connections
    - Secure mounting or support structure
  - Testing and Commissioning: Perform thorough acceptance testing to ensure the Dish Machine operates according to manufacturer specifications and meets Facility performance expectations.
  - Staff Training: Provide comprehensive training for Facility staff on the operation and maintenance of the new Dish Machine. Provide all manuals / operation documents.
  - Permits and Licenses: Obtain any necessary permits and licenses for the project.
  - Provider shall provide all hoisting, conveying, equipment, and swing stages as required to unload, stock, distribute, handle, and install the work of this scope.
- The Provider shall be responsible for the following:
    - Equipment:
      - Procurement of the new Dish Machine from a reputable manufacturer with proven experience in commercial dishwashing equipment.
      - All costs associated with purchasing the new Dish Machine, including delivery to the Facility site.
      - Removal and disposal of the existing Dish Machine in accordance with Facility guidelines and local regulations.
    - Installation:
      - All labor and materials for installing the new Dish Machine, including plumbing, electrical, ventilation, and mounting.
      - Coordination with Facility facilities personnel for any necessary shutdowns or adjustments during installation.
      - Coordination of the responsibilities outlined in this scope of work with other parties and professionals from other trades to ensure conformance with the requirements of the Agreement. Conflicts arising from Provider's failure to coordinate will be the Provider's responsibility to resolve.
      - Obtaining all necessary permits and licenses for installation activities.
    - Testing and Commissioning:
      - Performing a comprehensive acceptance test to verify the Dish Machine's performance and compliance with Facility specifications.
      - Providing a written report summarizing the test results.

- Training:
  - Providing on-site training for Facility staff on the safe and efficient operation and maintenance of the new Dish Machine.
  - Training materials, including user manuals and maintenance guides.
- Warranty:
  - Ensuring the new Dish Machine is covered by a manufacturer's warranty of at least one (1) year for parts and labor, including mechanic travel time, seven (7) days a week.
  - Coordinating any warranty service with the manufacturer during the warranty period.
  - Identifying any available extended warranty options.
- Maintenance and Support:
  - Provider must provide comprehensive maintenance services to ensure the Dish Machine operates efficiently. This includes but is not limited to:
    - Regularly scheduled maintenance
    - Inspection of all components for wear and tear
    - Detailed reports after each maintenance visit, including performed tasks and recommendations
    - Emergency response time for an on-site technician must not exceed four (4) hours from the time-of-service request
    - Provider must provide a dedicated support contact for urgent issues
- Delivery & Installation to be completed within 90 days after bid is awarded and Agreement in executed.
- Sustainability
  - Define special considerations for sustainability during, but not limited to, the following phases:
    - Raw material sourcing
    - Product manufacture
    - Product shipment (packaging and transportation types)
    - Equipment operation

#### 4.02 Submittals:

SMG requires Bidders to submit the following documentation in the following order. Failure to do so may result in the response being rejected.

1. Detailed Quotation.
2. Summary Bid.
3. Client References.
4. Sample Certificate of Insurance acknowledging coverages required.
5. Location Certification Form.
6. Bidder Disclosures (if any).
7. Bidder Financial Information, including, but not limited to, 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.

#### 4.03 Term of Extended Warranty (if applicable) See Proposal Form page 11.

Please describe any Extended Warranty Programs that are available to SMG.

#### 4.04 Service Call Procedures

Provider MUST check in with one of the following Facility representatives upon arrival and departure.

1. Director of Food & Beverage
2. Executive Chef
3. Executive Steward
4. Senior Operations Manager or their designated representatives

Service Ticket (hard ticket or electronic ticket) must be signed by a member of SMG staff before technician leaves the facility.

#### 4.05 Billing

SMG requires detailed invoices for all service calls including but not limited to the following.

1. Travel time, if applicable.
2. Line item for all equipment used.
3. Line item for all labor.
4. Add hourly rates for Emergency Callouts.

Failure to provide detailed invoices may result in delayed payment.

*END OF SECTION 4*

**SCHEDULE 1: Request for Additional Information**

To	Ms. Ruth Fay		
Address	1950 Eisenhower Blvd., Ft. Lauderdale, FL 33316		
Phone Number	954.302.8866	Email address:	bcccrfp@ftlauderdalecc.com
Bid Package	NORTH KITCHEN DISH MACHINE		
Bid Package Number	RFP 142-06-2025		
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**  
**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 \_\_\_\_\_ (the "Provider" a Florida Corporation) whose current address is \_\_\_\_\_

(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, which is owned by Broward County, 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 must have the personnel, material, equipment, and skills 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 all Services (as defined below), including, without limitation, the work specified in Exhibit A (the "**Scope of Services**"), and in doing so must comply with the terms of the Management Agreement. The Scope of Services 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 work and services described that exclusion would render performance by Provider impractical, illogical, or unconscionable.

For purposes of this Agreement, "Services" shall mean all work required of Provider under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

2. Payment for Services. For all Services provided under this Agreement, SMG will pay Provider up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
	\$
	\$
	\$
<b>TOTAL NOT TO EXCEED</b>	<b>\$</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth on Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such Services.

SMG may withhold payment, in whole or in part, to the extent necessary to protect itself from loss on account of the 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. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through [\_\_\_\_\_] ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s), as those terms are defined in this section, are collectively referred to as the "Term."

SMG may, in its sole discretion, extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by sending written 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. Throughout the Term, Provider shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C (Insurance) in accordance with the terms and

conditions of this section and Exhibit C. Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this section and Exhibit C. At least thirty (30) days prior to commencement of this Agreement, Provider shall provide SMG with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this section and Exhibit C. Provider shall maintain insurance coverage against claims relating to any act or omission by Provider, its agents, representatives, employees, or subcontractors in connection with this Agreement. SMG reserves the right at any time to review and adjust the limits and types of coverage required under this article and Exhibit C.

6. INDEMNIFICATION.

PROVIDER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND SMG AND OWNER, AND ALL OF 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 BREACH OF THIS AGREEMENT BY PROVIDER, OR 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 SMG'S 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.

THE OBLIGATIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

7. Compliance with Laws. Provider and the 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 and all of its subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, full and accurate books, records, and accounts of Provider and its subcontractors that are related to this Agreement (collectively, the "**Records**"), during the Term and for at least three (3) years following the expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Provider expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with SMG and/or Owner. Any audit or inspection pursuant to this section may be performed by SMG or any of its designated representatives (which representatives may include, without limitation, independent auditors). Provider hereby grants SMG the right to conduct such audit or review at Provider's place of business, if deemed appropriate by SMG, with seventy-two (72) hours' advance notice. Provider shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by SMG. 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.

If an audit or inspection reveals 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 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.
- (d) 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.
- (e) Provider represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement, and 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.
- (f) 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 statute. 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.

- (g) 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. Provider represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.
- (h) Prohibited Telecommunications Equipment. Provider represents and certifies that it and its subcontractors do not use, and for the Term will not provide or 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.
- (i) 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. This 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 Owner—or other info that could be exempt from disclosure under Florida's public records laws. 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.

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," "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET," and/or "RESTRICTED MATERIAL – DO NOT PRODUCE," as applicable. 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. "Information" for the purpose of this section 11 shall mean information SMG has separately submitted and conspicuously labeled in accordance with this paragraph as being exempt from public record production or trade secret information.

If SMG or Provider receives a request for public records regarding this Agreement or the Services, SMG and/or Provider, as applicable, must immediately notify the Owner in writing and provide all requested records to Owner to enable Owner to timely respond to the public records request. Owner will respond to all such public records requests.

When submitting requested records to Owner in connection with a request for public records regarding this Agreement, Provider must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Provider contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Provider asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Provider must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Owner from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by Owner, Provider must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Owner for records designated by Provider as Restricted Material, Provider shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Provider, or the claimed exemption is waived. Any failure by Provider to strictly comply with the requirements of this section shall constitute Provider's waiver of Owner's obligation to treat the records as Restricted Material. Provider must indemnify and defend Owner and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,



FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [954-767-4466], [CYBURROUGHS@BROWARD.ORG],[101 NE 3<sup>rd</sup> AVENUE, SUITE 100, FORT LAUDERDALE, FL 33301].

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. So long as Provider is restricted pursuant to this Section 11, Provider shall, notwithstanding the provisions of this paragraph, 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.

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.

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.

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.

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. 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 titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. 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 of such section, paragraph, or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by SMG shall require approval in writing, unless otherwise expressly stated.
- (c) Entire Agreement; Amendments. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein. Unless expressly authorized herein, no modification, amendment, or alteration 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 part of this Agreement is found to be unenforceable 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 in this Agreement shall constitute a partnership, joint venture, or any other relationship between 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 primarily or directly 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 shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of 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, subcontracted, or encumbered by Provider without the prior written consent of SMG, as to any subcontract, and Owner, as to any assignment, transfer, or encumbrance. Any assignment, transfer, subcontract, or encumbrance 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 reserve the right to condition their approval of any assignment, transfer, subcontract, or encumbrance 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  
1950 Eisenhower Blvd.,  
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 therefore 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 within an article

or section of this Agreement, the article or section shall prevail and be given effect.

- (i) Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- (j) Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and 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) 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**

WITNESS:

SMG, a General Partnership

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print/Type Name  
\_\_\_\_day of \_\_\_\_2025

\_\_\_\_\_  
Print/Type Name & Title  
\_\_\_\_day of \_\_\_\_2025

-----  
Provider

(Insert provider below)

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print/Type Name  
\_\_\_\_day of \_\_\_\_2025

\_\_\_\_\_  
Print/Type Name & Title  
\_\_\_\_day of \_\_\_\_2025

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**

THIS PAGE LEFT BLANK INTENTIONALLY, WILL BE FILLED OUT UPON REWARD OF CONTRACT.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

THIS PAGE LEFT BLANK INTENTIONALLY, WILL BE FILLED OUT UPON REWARD OF CONTRACT.

**EXHIBIT C**  
**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:
  - a. \$1,000,000 each occurrence
  - b. \$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:
  - a. \$100,000 bodily injury by accident – each accident
  - b. \$100,000 bodily injury by accident – each employee
  - c. \$500,000 bodily injury by disease – policy limit
- (e) The following shall apply to the insurance policies described in (a, b, c, and d) above:
  - a. Provider shall ensure that SMG and Owner are listed and endorsed as additional insureds on all policies required under this Exhibit C. At least thirty (30) days prior to the commencement of this Agreement, Provider shall provide SMG with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this Exhibit C. 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, 1950 Eisenhower Blvd, 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. If and to the extent requested by SMG, Provider shall provide, complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after SMG's request.
  - b. Provider shall ensure that all insurance coverages required by this Exhibit C remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Provider has been completed, as



determined by SMG. Provider or its insurer shall provide notice to SMG of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide SMG with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

- c. The coverage provided under such policies shall be occurrence-based, not claims made.
- d. 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.
- e. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by Owner's Risk Management Division in writing.
- f. If Provider maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, SMG and Owner shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any SMG or Owner insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Provider.
- g. Provider shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to SMG for approval at least thirty (30) days prior to the commencement of this Agreement. Provider shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Owner and SMG. SMG may, at any time, require Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured, Owner or SMG, if so elected by Owner and SMG, respectively, and Provider shall obtain same in endorsements to the required policies.
- h. Unless prohibited by the applicable policy, Provider waives any right to subrogation that any of Provider's insurers may acquire against Owner and SMG, and shall obtain same in an endorsement of Provider's insurance policies.
- i. If Provider or any subcontractor fails to maintain the insurance required by this Agreement, SMG may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Provider. If requested by SMG, Provider shall provide, within one (1) business day, evidence of each subcontractor's compliance with the insurance requirements of this Agreement.

### **SCHEDULE 3: 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. 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 managed 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.
- Not block emergency evacuation routes, fire extinguisher locations and eye wash 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.

**LOCATION CERTIFICATION FORM**

Providers must circle one (1) from the following options.

The undersigned Provider hereby certifies that:

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

- A.** It has continuously maintained,
  - i. a physical business address located within the limits of Broward County, listed on the Provider'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 Provider owns or has the legal right to use, and
  - iv. from which the Provider 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:

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

- B.** The Provider has continuously maintained,
  - i. a physical business address located within the limits of Broward County, listed on the Provider'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 Provider owns or has the legal right to use, and
  - iv. from which the Provider 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.
- C.** The corporate headquarters located in Broward County is the primary business address of the majority of the Provider's employees as of the bid posting date, and/or the majority of the work under the solicitations, if awarded to the Provider, will be performed by employees of the Provider whose primary business address in the corporate headquarters location in Broward County: and

NORTH KITCHEN DISH MACHINE  
BCCC/SMG

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**D.** The Provider'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:

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**Option 3:** The Provider 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:

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Required Supporting Documentation (in addition to this form): Option 1 or 2:

1. Broward County Local business tax receipt.

**AUTHORIZED SIGNATURE/NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PROVIDER NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### EVALUATOR SCORECARD FOR SERVICES AND PROCUREMENT

North Kitchen – DISH MACHINE					
	Point Value	Vendor 1	Vendor 2	Vendor 3	Vendor 4
<b>Scoring</b>					
<b>Pricing/Commission</b>	<b>30</b>				
Points for price. Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Cost / Proposer's Cost) x 30 = Price Score	30				
<b>Broward County Based Business</b>	<b>10 Max</b>				
Option 1 - Office in Broward County (10)	10				
Option 2 - Corporate headquarters located in Broward County (7)	7				
Option 3 - No office or corporate headquarters in Broward County (0)	0				
<b>Approach / Fulfillment of Scope of Work</b>	<b>35</b>				
Equipment Specification	10				
Installation, Delivery, Testing & Training	8				
Warranty	10				
Sustainability	7				
<b>Related Facility Experience</b>	<b>10</b>				
Ten (10) year minimum length time Bidder has been providing sales and services for similar locations.	10				
<b>Maintenance and Support</b>	<b>10</b>				
Outline scheduled maintenance and preventative care. Response time for emergencies to minimize down time.	10				
<b>Project &amp; Management Team</b>	<b>5</b>				
List all members of Project & Management Team, local and regional, provide a detailed contact list of all team members assigned to our account.	5				