

Solicitation R1223107P1

Tradewinds Park North Equestrian and Farm Site Improvements

Bid designation: Public



Broward County Board of County Commissioners

Bid R1223107P1

Tradewinds Park North Equestrian and Farm Site Improvements

Bid Number **R1223107P1**
Bid Title **Tradewinds Park North Equestrian and Farm Site Improvements**

Bid Start Date **In Held**
Bid End Date **Feb 27, 2015 5:00:00 PM EST**
Question & Answer
End Date **Feb 20, 2015 5:00:00 PM EST**

Bid Contact **Peter Parkin**
954-357-6087
pparkin@broward.org

Contract Duration **2 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Bid Comments Broward County Parks and Recreation Department is seeking a qualified Consultant firm/team to provide major improvements to Tradewinds Park North Equestrian and Farm Site with emphasis on farm and equestrian typed programs. Tradewinds Park North, is a 157 acres park located at 3600 West Sample Road, Coconut Creek, FL 33073. Tradewinds Park North Equestrian and Farm Site Improvements project is a Two Step procurement for design/build qualified firms/team in accordance with Section 287.055, Florida Statutes, as amended.
Consultant Competitive Negotiation Act (CCNA) requirements are also part of this procurement.

This solicitation includes participation goals (CBE 23%) for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

The County is not obligated to respond to any questions received after the listed deadline. Vendors should submit questions through the Questions and Answers Section available in BidSync.

Vendor should submit nine (9) total printed copies (hard copies) of its response and nine (9) CDs or flash drives of its response.

Proposal Submittal Location:
Broward County Governmental Center
Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301

Item Response Form

Item **R1223107P1--01-01 - Tradewinds Park North Equestrian and Farm Site Improvements**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **Broward County Board of County Commissioners**
PA0046
PARKS & RECREATION PLAN/DESIGN
(954) 577-4555
1 N. UNIVERSITY DRIVE, SUITE 2611B
PLANTATION FL 33324
Qty 1
Expected Expenditure \$7,000,000.00

Description

Tradewinds Park North Equestrian and Farm Site Improvements

Scope of Service

Broward County Parks and Recreation Department is seeking a qualified Consultant firm/team to provide major improvements to Tradewinds Park North Equestrian and Farm Site with emphasis on farm and equestrian themed programs.

Tradewinds Park North is located on the north side of Sample Road at 3600 West Sample Road, Coconut Creek, FL 33073.

Broward County, as part of 2000 Safe Park and Land Preservation Bond Program has allocated funds to improve Tradewinds Park North as a farm and equestrian destination facility and plans to showcase an interpretive history of an authentic farming environment in South Florida for all residents and visitors to enjoy.

Improvements envisioned for this park will be implemented by a design-build contract and includes, but is not limited to, rehabilitation of the existing equestrian complex; replacement of the existing barn; development of a services building with office, retail sales area, food preparation and serving facilities, rest rooms and reception area; construction of roadway and parking improvements, sanitary sewer system, storm water and utility improvements, and other amenities associated with a theme park. Other areas of interest for this project include the incorporation of environmentally-oriented components such as solar, wind and biomass energy in the facility design and operations; Florida-Friendly landscapes, aquaponics, farmers market, community garden and other park amenities such as Playground, Splash Park and Shelter.

Master planning the entire site, and phasing the proposed improvements based on available budget is an essential part of this project.

The project shall meet the criteria for the Broward County "Go Green" Seal of sustainability and/or Leadership in Environmental Engineering and Design (LEED) certification.

Tradewinds Park North Equestrian and Farm Site Improvements project is a Two Step solicitation for design/build qualified firms/team in accordance with Section 287.055, Florida Statutes, as amended.

The Proposer(s) shall have, at the time of submission for Step I and Step II, the following State of Florida professional or certified licenses and/or County Licenses and specified State Registration or any certification of competency that equals or exceeds those specified will be considered responsible as indicated below required by law for their performance of this work:

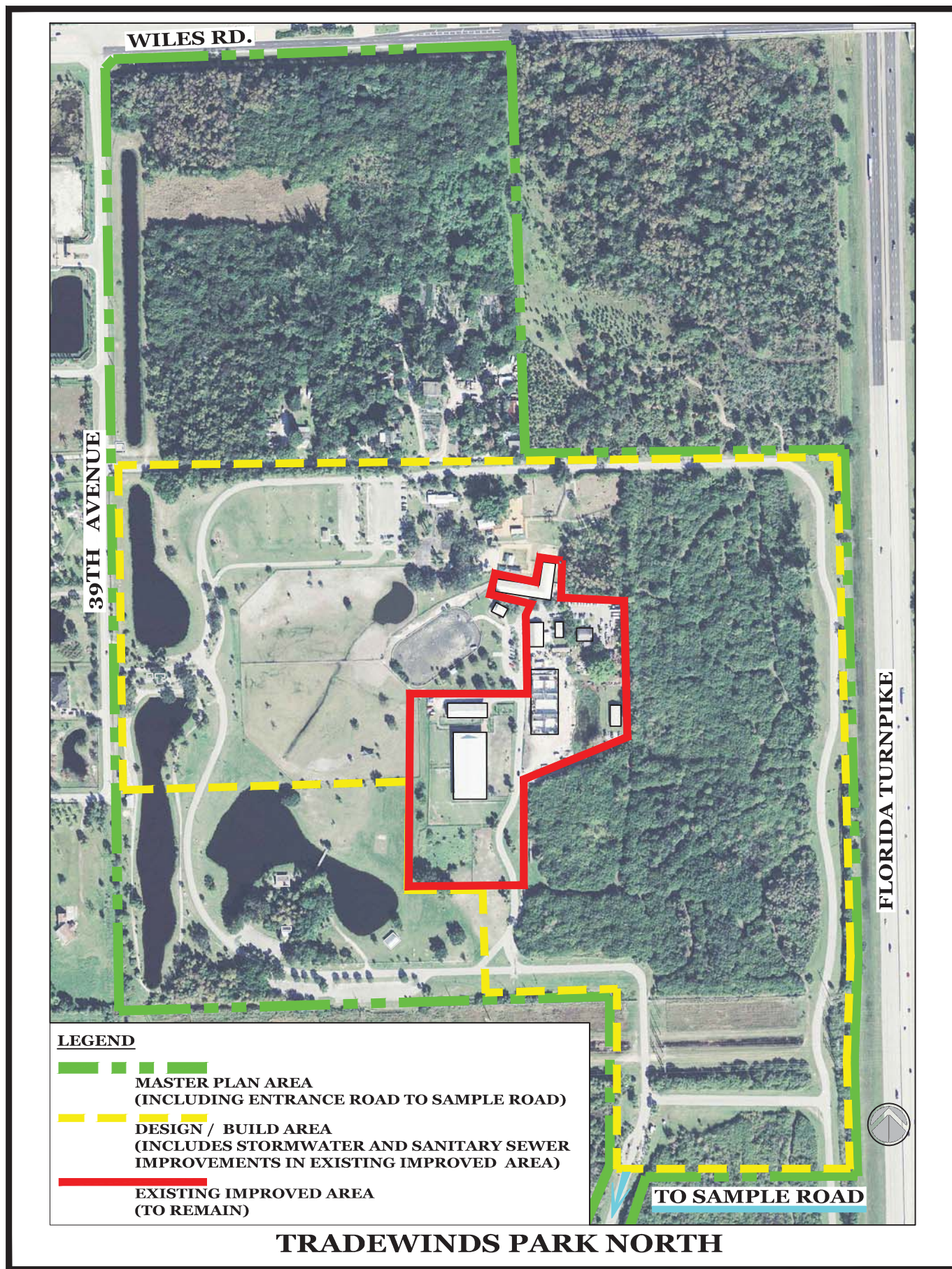
- **Registered Architect and/or Registered Engineering**
AND
- **STATE: Certified General Contractor**
OR
- **COUNTY: General Building Contractor Class "A"**
(Must be registered)

Step One

Un-priced Request for Proposal (RFP) issued soliciting design/build firms, as defined by Section 287.055, Florida Statutes, to submit their qualifications as required under this Request for Proposal solicitation requirements. The submittals will be provided to the Evaluation Committee (EC). The Evaluation Committee will evaluate the submittals and determine the responsive and responsible firms that will move on to Step Two. Only the firms determined to be responsive and responsible in Step One will be eligible to submit a proposal in Step Two.

Step Two

A Request for Proposal (RFP) will be issued in Step Two. The RFP will contain a design criteria package as defined by the Broward County Procurement Code. The Request for Proposal will include pertinent requirements for the project, including County Business Enterprise participation goals, insurance, bonding requirements, and method of evaluation for award which will list the evaluation criterion and their weighted measurements.



Standard Instructions for Vendors

Request for Letters of Interest, Request for Proposals, or Request for Qualifications

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- b. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.
- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Public Records and Exemptions and to **Submission of Sealed Submittals** for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Public Record

and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Requirement Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

F. Evaluation Criteria

1. Vendors are evaluated as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from Vendors.
2. Vendors have a continuing obligation to provide the County with any material changes to the information requested.
3. For Request for Proposals, points for each Evaluation Criteria is identified in the solicitation; available points totals to 100 points.
4. For Request for Proposals that include a request for pricing, the total points awarded for price is determined by applying the following formula:

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

5. Prices may be negotiated in the best interest of the County after the scoring is completed.

G. Demonstrations

If applicable, as indicated in **Special Instructions to Vendors**, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard

copy, DVD, CD, flash drive or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

H. Presentations

If applicable, as indicated in **Special Instructions to Vendors**, all Vendors that are found to be both responsive and responsible to the requirements of the solicitation will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

I. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

J. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

K. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is not mandatory for Vendors to attend committee meetings; however it is highly recommended Vendors attend to answer any committee questions (if requested) including a representative of the Vendor that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

L. Vendor Questions

Any questions concerning the instructions, specifications, or requirements of this solicitation shall be directed in writing to the Purchasing Division by the deadline listed in the solicitation. Vendors should submit questions regarding this solicitation through the "Q&A" section on BidSync. Questions will be routed to the Purchasing Agent for review; answers will be posted through BidSync or through an addendum issued through BidSync. No interpretation(s) shall be considered binding unless provided to all Vendors in writing.

M. Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure

consistent with Chapter 119, Florida Statutes.

2. Any Vendor that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate document labeled "Name of Vendor, Attachment to Proposal Package, Solicitation No. # - Confidential Matter." The Vendor must identify the specific statute and subsection that authorizes the exemption from the Public Records law. CD/DVD discs or flash drives included in the submittal must also comply with this requirement and separate any files claimed to be confidential.
3. Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.
4. Except for the materials submitted in compliance with the forgoing, any claim of confidentiality on materials that the Vendor asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Vendor.
5. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to talk about the details of the confidential material(s) at the public Sunshine meeting.

N. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

O. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

P. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

Q. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

R. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

S. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Vendor.

T. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee

procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing Vendor shall not be considered a protest.

6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

U. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

V. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

W. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.

Special Instructions to Vendors**Solicitation Name: Tradewinds Park North Equestrian and Farm Site Improvements**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness

1. Bond Requirement

Refer to **Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements (Two-Step)** for submittal requirements and forms. Vendor must submit an original **Submittal Bond** in the amount of **\$10,000** at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit a Submittal Bond by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

2. Domestic Partnership Act Requirement

This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program

This solicitation has the following County Business Enterprise Goals: 23 % CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

2. Additional Requirement(s)

Licensing – in order to be considered a responsible Vendor for the scope of work, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal:

The Proposer(s) shall have, at the time of submission for Step I and Step II, the following State of Florida professional or certified licenses and/or County Licenses and specified State Registration or any certification of competency that equals or exceeds; those specified will be considered responsible as indicated below and required by law for their performance of this work

Registered Architect and/or Registered Engineering AND STATE Certified General Contractor OR COUNTY: General Building Contractor "A" (Must be registered)

Proof of licensing should be furnished within three (3) business days after request by the Purchasing Agent. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the solicitation.

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified license, if applicable, as per Special Instructions to Vendors, issued either by the State of Florida or Broward County. If not submitted with its response, the Joint Venture is required to provide evidence prior to contract

C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

<http://www.broward.org/Purchasing/Documents/R1223107P1Agreement.pdf>

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

Not applicable to this solicitation.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Design-Build: Two Step Process - Step 1 - Issue solicitation to qualify and short list Vendors; Step II - Issue Request for Proposal to shortlisted Vendors to obtain proposals, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA).

H. Project Funding Source - this project is funded in whole or in part by:

County Funds

I. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **TBD**

Final Evaluation Meeting (Sunshine Meeting): **TBD**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

J. Project Manager Information:

Project Manager: **Mehrdad Fayyaz, P.E.**

Email: MFAYYAZ@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync. Answers will be posted through BidSync.

K. Submittal Instructions:

1. Vendor should submit nine (9) total printed copies (hard copies) of its response and **nine** CDs or flash drives of its response.

2. Vendor should provide Evaluation Criteria responses in both Microsoft Word and PDF formats.

3. Vendor must refer to **Submission of Sealed Submittals** for detailed submittal instructions.

Submission of Sealed Submittals
Request for Letters of Interest, Request for Proposals, or Request for Qualifications

1. Vendor should submit the number of printed copies and electronic copies (CD/DVD/flash drive) as requested, per **Special Instructions to Vendors** for this solicitation. Electronic response should contain a single PDF file that contains your entire response with each page of the response in the order as presented in the solicitation document, including any attachments. CD/DVDs/Flash drives included in the submittal must be finalized or closed so that no changes can be made to the contents of the files. CD/DVD discs included in the submittal must be finalized or closed so that no changes can be made to the contents of the discs. Electronic submission of submittal does not eliminate the required printed copies of solicitation.
2. In lieu of CD/DVD/flash drives, the Vendor may submit electronic copies of its submittal via BidSync; however, the submission requirements are the same as those for CD/DVD/flash drive as stated in these instructions. If submitting electronic copy through BidSync, Vendor should upload additional documents on the Line Item section ("Place Offer"). File name should indicate Vendor name and title of the document.
3. It is the responsibility of the Vendor to assure that the information submitted in both its hardcopy written response and electronic response are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.
4. Confidential information on CD/DVD/flash drive (i.e. financial statements), must be submitted in a separate bound document labeled "Name of Vendor, Attachment to Proposal Package, SOLICITATION# - Confidential Matter". The Vendor must identify the specific section of the Florida Statutes that authorizes the exemption from the Public Records Law. CD/DVDs/flash drives included in the submittal must also comply with this requirement and separate any materials claimed to be confidential. Confidential information should not be submitted through BidSync.
5. It is important that each CD/DVD/flash drive be labeled with the Vendor name, solicitation number and title, and placed in an individual disc envelope (if CD/DVD).
6. The Purchasing Division must receive hardcopy and electronic submittals no later than 5:00 pm on required due date. Purchasing will not accept late or misdirected submittals. If fewer than three Vendors respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.
7. Send all printed solicitation submittals to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
Re: Solicitation Number:
R1223107P1

VENDOR QUESTIONNAIRE FORM

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:

2. Federal Employer I.D. no. (FEIN): Dun and Bradstreet No.:

4. Doing Business As/ Fictitious Name (if applicable):

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.: Fax no.:

9. TYPE OF BUSINESS (check appropriate box):

Corporation (Specify the State of Incorporation):

Sole Proprietor Limited Liability Corporation Limited Partnership (LLC)

General Partnership (State and County filed in)

Other – Specify

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):

11. List name and title of each principal, owner, officer, and major shareholder:

a)

b)

c)

d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:	<input type="text"/>	Title:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>
E-mail:	<input type="text"/>		
Name:	<input type="text"/>	Title:	<input type="text"/>

Telephone Number:

Fax Number:

E-mail:

13. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
14. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
15. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
16. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
18. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
19. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
20. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. Yes No

N/A

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

STANDARD CERTIFICATIONS

The completed and acknowledged certifications should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended, prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint venturers. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, as amended; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

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

1 through 6.

The Vendor hereby certifies that: (check box)

- Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

I hereby certify the information provided in the Vendor Questionnaire Form and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. In response to this Step One solicitation, Vendor should submit a **Contractor Assurance Statement** on company letterhead, signed by the owner or authorized company representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the project and, agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals stated **Special Instructions to Vendors**.
 2. In response to a Step Two solicitation, qualified Vendors are required to include submit a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. All Vendors responding to the Step Two solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
 3. If a Vendor is unable to attain the CBE participation goal in the Step Two solicitation, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>

CONTRACTOR ASSURANCE STATEMENT

(Vendor Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION: _____

I, _____, (Authorized Official/Agent) on behalf of the
_____ (Vendor) hereby agree to comply with the County
Business Enterprise (CBE) requirements of the solicitation, between Broward County and
_____ (Vendor) for _____
(Project).

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the solicitation.

Authorized Agent of Vendor

Printed Name & Title

Telephone Number

Date: _____

Evaluation Criteria
(for CCNA Projects)

1. Ability of Professional Personnel:

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

Points Value: 35

2. Project Approach:

Describe the prime Vendor's approach to the project. Include how the prime Vendor will use subconsultants in the project.

Points Value: 25

3. Past Performance:

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. A minimum of three references should be provided for the projects identified. References and performance evaluations will be considered in evaluation of Vendor's past performance.

Points Value: 25

4. Location:

Refer to **Vendor's Business Location Attestation Form** and submit as instructed.

Points Value: 5

A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.

5. Workload of the Firm:

For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

Points Value: 5

6. Willingness to Meet Time and Budget Requirements:

State the Vendor's willingness to meet the project's completion date requirement and willingness to keep project total costs below the project budget.

Completion Date Requirement: [Enter completion time requirement (length of time – not a calendar date).]

Project Budget: 7,000,000

Points Value: 2

7. Volume of Previous Work:

Refer to **Volume of Previous Work Attestation Form** and the **Volume of Previous Work Attestation Joint Venture Form** and submit as instructed.

Points Value: 3

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Three points will be allocated to Vendors paid \$0 - \$3,000,000; 2 Points will be allocated to Vendors paid \$3,000,001 - \$7,500,000; 1 Point will be allocated to Vendors paid \$7,500,001 - \$10,000,000; 0 Points will be allocated to Vendors paid over \$10,000,000). Payments for prime Vendor will be verified by the Purchasing Division.

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

Vendor Name: []

LITIGATION HISTORY FORM

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

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

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

Vendor Name:

LOCAL VENDOR CERTIFICATION FORM (PREFERENCE AND TIEBREAKER)

The completed and signed form should be returned with the Vendor's submittal to qualify for Local Preference, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax must be returned at time of solicitation submittal to qualify for the Tie Break criteria. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference. Failure to timely submit this form or local business tax receipt at time of submittal will disqualify the Vendor for this Tie Breaker.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the **Tie Break Criteria**, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the limits of Broward County and in an area zoned for such business; and
 - d. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County, a local business meeting the below requirements is eligible for Local Preference. To qualify for the **Local Preference**, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid corresponding County local business tax receipt;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the limits of Broward or Miami-Dade County and in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.
- Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements.

AUTHORIZED SIGNATURE/ NAME

TITLE

COMPANY

DATE

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name	Title	Vendor Name	Date

VOLUME OF PREVIOUSLY WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total						<input type="text"/>

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

VENDOR'S BUSINESS LOCATION ATTESTATION FORM

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation.

Vendor Name:

The Vendor attests that it understands the County's definition of a local business is as defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder. If the bidder has only one (1) business location, such business location shall be considered its principal place of business." The Vendor further attests that it understands that as defined by the US Supreme Court "principal place of business is best read as referring to the place where a corporation's officers direct, control, and coordinate the corporation's activities. It is the place that Courts of Appeals have called the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion)."

The Vendor also attests to the following:

1. Vendor's address listed in its proposal is:
2. Vendor's address as listed in the Florida Department of State Division of Corporations is:
3. If these two addresses are the same, this business address is the "nerve center" for the Vendor.
4. If these two addresses are not same, the Vendor attests that the following business address is the "nerve center" for the Vendor:
5. Vendor has been located at the listed "nerve center" address for at least six (6) months prior to the opening date of this solicitation, which is:
6. If the Vendor has not been located at the address listed in #5 for at least six (6) months prior to the opening date of this solicitation, the following address is the previous business location:
7. Vendor has not merged with another firm that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County.
8. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim

contracts for the services provided under this contract.

9. The Vendor understands that if after awarding a contract in connection with the solicitation, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

1. Name of the Joint Venture Partnership
2. Percentage of Equity for all Joint Venture Partners
3. A copy of the executed Agreement(s) between the Joint Venture Partners

The signature below must be by an individual who is authorized to bind the Vendor. Your signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Authorized Signature/Name

Title

Vendor Name

Date

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS INFORMATION FORM

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed.

1. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

-

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Signature/Name	Title	Vendor Name	Date

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Print Name of Lobbyist
Print Name of Lobbyist

Print Lobbyist's Firm
Print Lobbyist's Firm

Authorized Signature/Name

Title

Vendor Name

Date

Proposal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements:

- A. **Proposal Bond:** A Vendor must submit an original **Proposal Bond**, executed by a surety company meeting the **Qualifications of Surety Requirements**, with its response. The Proposal Bond must be an original; photocopies are not accepted. Failure to submit a Proposal Bond by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.
1. In lieu of the Proposal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original **Bid Guaranty – Unconditional Letter of Credit**, treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
 2. The Proposal Bond shall be in an amount equal to the amount stated in **Special Instructions to Vendors**, payable to the Board of County Commissioners and conditioned upon the successful Vendor entering into the Agreement (including providing a Performance and Payment Guaranty, evidence of insurance, and other requirements stated in the solicitation) within the required time.
 3. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to comply with requirements.
 4. After award of the Agreement, the Proposal Bonds of unsuccessful Vendors will be returned upon request.
- B. **Performance and Payment Guaranties:** Vendor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the **Performance Bond Form** and **Payment Bond Form** within the required time being notified of the award of contract,
1. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
 2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
 3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
 4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original **Irrevocable Letter of Credit**. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
 5. The Vendor is required at all times to have valid Performance and Payment Guaranties

(or other approved security) in force covering the work being performed.

6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

C. **Qualifications of Surety Requirements:** A bid bond, submittal bond, proposal bond, performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
 - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
 - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
 - c. The surety company shall have at least the following minimum ratings:

Amount of Bond	Surety Ratings	Financial Size Category
\$500,001 to \$1,000,000	A, A-	Class I
\$1,000,001 to \$2,000,000	A, A-	Class II
\$2,000,001 to \$5,000,000	A	Class III
\$5,000,001 to \$10,000,000	A	Class IV
\$10,000,001 to \$25,000,000	A	Class V
\$25,000,001 to \$50,000,000	A	Class VI
\$50,000,001 to or more	A	Class VII

2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

PROPOSAL BOND

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

BY THIS BOND, we _____, as Principal, hereinafter called VENDOR, and _____, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the Amount of _____ (\$_____) for the payment whereof VENDOR and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the County is seeking to contract with a firm (registered with the Florida Department of State, Division of Corporations) for the County agencies; and

WHEREAS, the County is utilizing a request for proposals (RFP) solicitation process for this project and VENDOR in response to Solicitation No. _____ agrees and is bound that:

The CONDITION OF THIS BOND is that if:

VENDOR submits a timely proposal in response to the County's solicitation process; THEN THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CONTRACT AWARD. If the VENDOR is awarded the Agreement, but fails to enter into the Agreement, (including providing a Performance and Payment Guaranty, evidence of insurance, and other requirements stated herein) then the VENDOR and surety, jointly and severally, shall be liable to the County for the full sum herein stated which shall be due and payable to the County immediately upon demand of the County, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said VENDOR; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein; and

In the event suit is brought upon this bond by the County, surety shall pay reasonable attorneys' fees and costs incurred by the County in such suit.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

(Name of Corporation)

Secretary
(CORPORATE SEAL)

By _____
(Signature and Title)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY COMPANY:

By _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Insurance Requirements
THIS IS AN OCIP DESIGNATED PROJECT

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined		COVERED BY OCIP See manual
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 MIL	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input type="checkbox"/> WORKER'S COMPENSATION U.S. Longshoremen & Harbor Workers' Act/ & Jones Act is required for any activities on or about navigable water	STATUTORY	(each accident)	COVERED BY OCIP See manual
	<input type="checkbox"/> EMPLOYER'S LIABILITY	(each accident)	
<input type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	claims-made form		
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County. or Installation Floater (see below)	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		COVERED BY OCIP if applicable to project See manual
	<input type="checkbox"/> Installation floater is required for any remodel, renovation, or installation over \$50 k if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	
Description of Operations/Locations/Vehicles: "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability.			
REFERENCE: Tradewinds North			

NOTE: Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.
CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Richard Voss

Jacqueline Binns

 2012.10.12
 13:54:45 -04'00'
 Risk Management Division

InsuranceLimitsForm 03 Revised certificateofinsrevised2005 DOC COI

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Attachment 1-1

OWNER CONTROLLED INSURANCE PROGRAM CERTIFICATION

The undersigned vendor hereby certifies that:

1. The vendor has read and understands the insurance requirements set forth in the contract documents, including but not limited to the Owner Controlled Insurance Program ("OCIP") requirements set forth in the general conditions, and in the OCIP Insurance Manual, and the OCIP Safety and Loss Prevention Manual;
2. The vendor acknowledges and understands that the OCIP will provide to enrolled parties, as specified in the insurance requirements, workers' compensation and employer's liability insurance, commercial general liability insurance, excess liability insurance, builder's risk insurance, U.S. Longshoremen & Harbor Workers' act, Jones Act and contractor's pollution liability insurance;
3. The vendor has removed from its' bid or bids submitted for the project the cost to provide any of the insurance provided under the OCIP, as instructed in the insurance requirements, and vendor shall not include, in any request for payment, request for compensation, change order, or claim, any of vendor's costs to provide the insurance coverages provided under the OCIP.
4. The vendor acknowledges and understands that vendor will still be required to provide additional insurance for risks and losses not covered by the OCIP, including but not limited to automobile liability insurance, commercial general liability insurance, workers' compensation, and employer's liability insurance, for off-site exposures, and such other insurance as required by owner, all as specified in the insurance requirements;
5. The vendor acknowledges and understands that County, its agents, employees, and officers, and the OCIP administrator, are not and have not acted as an insurance agent or broker for vendor. Vendor has reviewed and understands the OCIP coverages, and has solely relied upon vendor's own independent review and analysis of the OCIP coverages in formulating any understanding and/or belief as to the amount, nature, type, or extent of any OCIP coverage and its potential applicability to any potential claim or loss, or in deciding, in whole or in part, to submit a bid for the project.

(CONTINUED ON NEXT PAGE)

6. The vendor acknowledges and agrees that County, its agents, employees, and officers, and the OCIP administrator are not agents, partners, or guarantors of the insurance companies providing coverage under the OCIP, and that neither County, its agents, employees, officers, nor the OCIP Administrator are responsible for any claims or disputes between or among vendor and any OCIP insurer.

VENDOR
By: _____
(Signature)

(Print/Type Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____, by

_____ as
(Name of person who's signature is being notarized)

_____ of _____
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

_____ as identification, and who
(Type of Identification)

did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

_____ My commission expires

Question and Answers for Bid #R1223107P1 - Tradewinds Park North Equestrian and Farm Site Improvements

OVERALL BID QUESTIONS

There are no questions associated with this bid.