

Solicitation R1311116P1

Broward County Florida Seaport and Airport Security Services

Bid designation: Public



Broward County Board of County Commissioners

Bid R1311116P1

Broward County Florida Seaport and Airport Security Services

Bid Number **R1311116P1**
Bid Title **Broward County Florida Seaport and Airport Security Services**

Bid Start Date **In Held**
Bid End Date **Mar 6, 2015 5:00:00 PM EST**

Bid Contact **Robert Rosenstein**
Purchasing
rosenstein@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **30 days**

Bid Comments **Broward County seeks a contractor to provide professional security officer services for specific assignments for the Fort Lauderdale-Hollywood International and North Perry Airports (BCAD) and within Port Everglades (PORT). These assignments may include staffing of traffic/pedestrian control points, access control checkpoints/exit lanes, routine pedestrian and vehicle patrols, conduct checks and secure buildings and provide staff security desks in the lobbies of primary buildings within the BCAD and PORT facilities. The name of the executed agreement will be "Broward County Port Everglades, Fort Lauderdale-Hollywood International Airport and North Perry Airport Security Officer Services".**

Item Response Form

Item **R1311116P1--01-01 - Broward County Florida Seaport and Airport Security Services**
Quantity **1 each**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
PRT019
PORT EVERGLADES
BUSINESS ADMINISTRATION DIVISION
1850 ELLER DRIVE 6TH FLOOR
ADMINISTRATION BUILDING SUITE 603
FORT LAUDERDALE FL 33316
Qty 1

Description

Price will be considered in the final evaluation and ranking of the qualified firms. Vendors must fill out the Pricing Matrix in this solicitation in its entirety and submit with your response. Failure to submit a complete Pricing Matrix shall render your submittal non-responsive.

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
AND NORTH PERRY AIRPORT SECURITY OFFICER SERVICES

Scope of Work

1. GENERAL

1.1. Broward County seeks a contractor to provide professional security officer services for specific assignments for the Fort Lauderdale-Hollywood International and North Perry Airports (BCAD) and within Port Everglades (PORT). These assignments may include staffing of traffic/pedestrian control points, access control checkpoints/exit lanes, routine pedestrian and vehicle patrols, conduct checks and secure buildings and provide staff security desks in the lobbies of primary buildings within the BCAD and PORT facilities.

1.2. BCAD and PORT both contract with the Broward Sheriff's Office for primary Law Enforcement Services. The selected contractor will be expected to work in conjunction with Sheriff Personnel in order to ensure that the current levels of security at both BCAD and PORT are maintained.

2. CONTRACTOR REQUIREMENTS

2.1. Provide appropriately licensed, training certified and competent Field Office Management Staff (Program Manager and Assistant Program Manager), Field Shift Supervisors and Level I/II Security Officers. The Program Manager requirement is at the expense of the contractor.

2.2. Provide and cover employee breaks, including lunches, rest periods, personal needs, etc. in compliance with all applicable Federal, State, and Local labor laws.

2.3. Rotate Level I/II Security Officers at least every 90 days from their primary post(s) to combat complacency and to provide security depth for BCAD and PORT.

2.4. Ensure that employees will abide by all established policies, rules and regulations as set forth by BCAD and PORT.

2.5. Provide and ensure throughout assignment that employees are free of any illicit or illegal drugs.

2.6. Provide and ensure throughout assignment that employees are free from any physical, emotional, or learning impairment that may result in functional limitations, as determined by BCAD and PORT, to safely perform the essential duties of their assigned positions.

2.7. Provide a result driven semi-annual BCAD and PORT Security Service Activities briefing to BCAD and PORT Management Staff which assesses and measures security service performance.

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
AND NORTH PERRY AIRPORT SECURITY OFFICER SERVICES

Scope of Work

- 2.8. Conduct BCAD and PORT Orientation and specific Post Assignment training for Level I/II Security Officers and Field Shift Supervisors in order to comply with applicable Federal regulations and familiarize each Level I/II Security Officer with post duties and responsibilities.
- 2.9. Conduct Refresher Training to remain operationally proficient and as required, conduct Corrective Training to remedy operational shortfalls.
- 2.10. When required, provide appropriately certified instructors to conduct formal training.
- 2.11. Provide all uniforms, badges, nametags and insignia for employees to include inclement weather uniforms (must provide identifiable and distinguishable uniforms if currently conducting separate security services at BCAD or PORT). Includes life cycle replacement.
- 2.12. Provide office furniture and computer workstations for Field Office at PORT; includes life cycle replacement.
- 2.13. Assume full responsibility and accountability for all equipment issued by BCAD or PORT for the performance of security service duties.
- 2.14. Provide all working materials necessary for proper performance of BCAD and PORT security services including, but not limited to, items such as bound logs, notebooks, pens, and pencils.

3. FIELD OFFICE MANAGEMENT STAFF, FIELD SHIFT SUPERVISORS and LEVEL I/II SECURITY OFFICER ASSIGNMENT REQUIREMENTS

- 3.1. Be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence with the legal right to work in the United States of America.
- 3.2. Be at least 21 years of age.
- 3.3. Possess a high school diploma or G.E.D.
- 3.4. Possess a valid Florida Operator's Driver's License.
- 3.5. For the PORT, possess an active Transportation Security Administration (TSA) issued Transportation Worker Identification Credential (TWIC).
- 3.6. For BCAD, possess an active BCAD issued Security Identification Display Area (SIDA) card.

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
AND NORTH PERRY AIRPORT SECURITY OFFICER SERVICES

Scope of Work

- 3.7. Able to read, write, speak, understand, and be understood in English sufficiently to permit understandable communication, especially in times of stress.
- 3.8. Proficient in the NATO Phonetic Alphabet and 10 Code radio communication protocols.
- 3.9. Able to establish and maintain effective working relationships with the general public and other employees.
- 3.10. Able to maintain clerical records and prepare written reports as required.
- 3.11. Able to detect and report security threats and unsafe conditions.
- 3.12. Able to maintain a professional appearance, personal hygiene and cleanliness.
- 3.13. Submit to a Criminal History Record Check (CHRC) to meet BCAD and PORT badging requirements.
- 3.14. Complete BCAD and PORT led specific training prior to assignment.

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. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified 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, subconsultants, 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 Information 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. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Evaluation Criteria identifies points available; a total of 100 points is available.

- b. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:

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

- c. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

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 R1311116P1

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT SECURITY OFFICER SERVICES

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. Pricing Sheet(s)
Refer to the pricing matrix within this solicitation document. Form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements.
2. Domestic Partnership Act Requirement
This solicitation requires that the Vendor comply with the 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.
3. Workforce Investment Program
This solicitation requires that the Vendor comply with the Workforce Investment Program. Vendors must follow the instructions included on the **Workforce Investment Program Certification Form** within the solicitation document and submit as instructed.
4. Living Wage Requirements
This solicitation requires that the Vendor comply with the Living Wage Ordinance. Vendors must follow the instructions included in the **Living Wage Ordinance Requirements** section and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed.
5. Vendor's Opportunity List Requirement (Federal Funding)
Not applicable to this solicitation.
6. Employment Eligibility Verification Program Requirement (State funding)
Not applicable to this solicitation.
7. Additional Requirement(s)
Vendor must provide:
 1. Confirmation of all certifications and requisites as required within this RFP solicitation document. |

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 Requirements:

In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program shall apply to this contract. All proposers responding to this solicitation shall utilize, or attempt to utilize, CBE firms in performing the contract in at least the assigned percentage amount for this solicitation. The assigned CBE participation goal for this contract is **15%**.

Compliance with CBE participation goal requirements is a matter of responsibility; required information should be submitted with your submittal.

If not provided with your submittal, the proposer must supply the information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Proposer may be deemed non-responsible for failure to fully comply within the stated timeframes.

CBE Program Requirements for Submitting Proposals: A proposer should include in its submittal a **CBE Letter of Intent** for each certified CBE firm the proposer intends to use. Each Letter of Intent should include the required information.

CBE Program Requirements for Submitting Good Faith Effort: If a proposer is unable to attain the CBE participation goal, the proposer should include in its submittal an **Application for Evaluation of Good Faith Effort** and all of the required supporting information.

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 proposers at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>

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/Pages/Default.aspx> |

2. Additional Requirement(s)

- a. Vendor must possess a State of Florida Class "B" Security Agency License at the time of bid submittal.

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.

- b. Vendor staff working under the "**Program Manager**" classification must possess a minimum of four (4) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm and an active State of Florida Class "MB" Security Agency Manager license.
- c. Vendor staff working under the "**Assistant Program Manager**" classification must possess a minimum of three (3) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm and an active State of Florida Class "MB" Security Agency Manager license.
- d. Vendor staff working under the "**Field Shift Supervisors**" classification must possess a minimum of two (2) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm and an active State of Florida Class "D" Security Officer license.

- e. Vendor staff working under the “**Level I Security Officers**” classification must possess a minimum of one (1) year of law enforcement or military experience from any branch of the Armed Forces, with an honorable discharge documented on a DD 214 form; or at least two (2) years of college experience (60 semester credit hours), resulting in an Associate’s degree or higher; or one (1) year as a security supervisor, or two (2) years security experience and an active State of Florida Class “D” Security Officer license
- f. Vendor staff working under the “**Unarmed Level II Security Officers**” classification must possess a minimum of three (3) years of verifiable experience within the military, a civilian law enforcement agency, or a licensed security firm and an active State of Florida Class “D” Security Officer license.
- g. Vendor staff working under the “**Armed Level II Security Officers**” classification must possess a minimum of three (3) years of verifiable experience within the military, a civilian law enforcement agency, or a licensed security firm and an active State of Florida Class “G” Statewide Firearms License in addition to a State of Florida Class “D” Security Officer license. |

C. Standard Agreement Language Requirements:

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

<http://www.broward.org/Purchasing/Documents/R1311116P1Agreement.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:

| Board |

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): **Tuesday, April 14, 2015** at 1:00PM.

Final Evaluation Meeting (Sunshine Meeting): **Monday, May 04, 2015** at 1:00PM

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: Samuel Harvill, Port Everglades Security Manager
Email: sharvill@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 eight (8) total printed copies (hard copies) of its response and **eight (8)** 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.

Vendor's Staff Credential Attestation

Solicitation R1311116P1

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT SECURITY OFFICER
SERVICES

If awarded this contract, all staff provided by this firm, in every position classification, for the duration of this contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract, will be credentialed as necessary to meet the staffing requirements within the **Additional Responsibility Criteria** section of this solicitation document.

_____ YES _____ NO

Name of Firm: _____

Solicitation R1311116P1

BROWARD COUNTY PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT SECURITY OFFICER
SERVICES

1. Ability of Professional Personnel:

Describe Firm's qualifications and relevant experience of Key Management members to include the Field Office and any local or regional offices that will provide oversight and support of the staff assigned to the contract. Include resumes for the oversight support staff.

Points Value: 15

2. Characteristics of Firm and Staffing:

Provide basic information for proposing Firm to include length of time Firm has been in operation, total number of current employees, average seniority of current employees, total number of supervisory employees and total number of security officers; provide Firm's State of Florida Security Agency license and provide Firm's time and attendance management plan for tracking billable hours.

Points Value: 5

3. Project Approach:

Describe Firm's approach to providing security services to conduct security operations during a twenty-four (24) hour period 365 days per year (366 days per year on leap years) while ensuring that all posts are covered at all times; describe Firm's approach to providing contingent services, if required and potentially on short notice, to include additional armed and/or unarmed staff for contingency operations (i.e. natural or man-made events/disasters); provide Firm's Managerial and Security Officer organizational structure; provide Firm's reporting System(s) to report managerial and Security Officer performance; describe Firm's ability to staff and conduct surge operations based on increased security requirements for both short-term and long-term operations and for hurricane affecting the primary workforce; describe Firm's procedures to maintain equipment in quality working condition during operations.

Points Value: 22

4. Transition Approach:

Describe Firm's approach to implement a 30-day transition plan to assume security service responsibilities from the incumbent Firm.

Points Value: 3

5. Past Performance:

Describe security service experience proposing Firm is currently managing and/or has managed recently in the tri-county area (Broward, Miami-Dade, Palm Beach); provide facility security experience proposing Firm is currently managing and/or has managed recently at an Airport; provide facility security experience proposing Firm is currently managing and/or has managed

recently at a Seaport; provide facility security experience proposing Firm is currently managing and/or has managed recently for any individual contract with staffing levels above 2,000 hours per week; provide dollar value of all contract(s) identified and provide references for each contract.

Points Value: 20

6. Training, Certification and Equipment:

Describe education, training and experience required for initial employment as a Class "D" and/or Class "G" Security Officers; provide professional required security refresher training program(s); provide a statement as proof of certification training for all security officers in Firm's staff; describe what uniforms, furniture and computer workstations proposing Firm will provide at no cost to the County; provide Firm's vehicle plan to include patrol vehicles for patrolling and security officer transport including life cycle replacement and provide Firm's credential plan to satisfy Port Everglades and Aviation Department required security credentialing.

Points Value: 10

7. Location:

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

A Vendor meeting all of the local business requirements 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.

Points Value: 5

8. Pricing:

All line items on the pricing matrix must be filled in. Failure to provide pricing on all line items shall render your submittal non-responsive. Total points awarded for price will be determined by applying the following formula to the "TOTAL PROPOSED ANNUAL PRICE" offered in the pricing matrix. $(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times 20 = \text{Price Score}$

Please note that prices may be negotiated in the best interest of the County after the scoring is completed.

Points Value: 20

It is important and highly recommended for vendors to attend committee meetings to answer any committee questions (if requested) including a representative of the vendor company that has the authority to bind the company.

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.

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).

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

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:

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: []

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

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

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

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

filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

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

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		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil \$ 5 mil if airside	\$ 2 mil \$ 5 mil if airside
	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 \$ 5 mil if airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 500 k / accident	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of yrs Deductible not to exceed: \$	\$	\$ 1 mil
<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.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
<input type="checkbox"/> Installation floater is required 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		Completed Value
Description of Operations/Locations/Vehicles "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. REFERENCE: Armed Security Port Everglades and Airport			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

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

Risk Management Division

VOLUME OF PREVIOUS 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	<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"/>
3	<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"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total					<input type="text"/>

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

Office of Economic and Small Business Requirements: CBE Goal Participation

- 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. All Vendors responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for 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. Vendor should include in its solicitation submittal 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.
 2. If a Vendor is unable to attain the CBE participation goal, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- C. The Vendor shall only address the base solicitation amount for CBE goal participation. No alternate/optional item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional solicitation item(s), the CBE participation goal for this solicitation shall apply to the alternate/optional item(s) recommended to be awarded. The County shall issue a notice to the apparent successful Vendor requiring the Vendor to comply with the CBE participation goal for the alternate/optional item(s); Vendor shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the solicitation.
- 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/>
- F. Requirements for Contracts with CBE Goals: if awarded the contract, the Vendor agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. Vendor shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of this contract, which shall permit County to terminate this contract or to exercise any other remedy provided under this contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.
 3. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from County. For all other subcontractors or suppliers, if Vendor withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.
 4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE)
SUBCONTRACTOR/SUPPLIER**

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: R1311116P1

Project Title: Broward County Florida Seaport and Airport Security Services

Bidder/Offeror Name:

Address: City: State: Zip:

Authorized Representative: Phone:

CBE Subcontractor/Supplier Name:

Address: City: State: Zip:

Authorized Representative: Phone:

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS [*]	CBE Contract Amount [†]	CBE Percentage of Total Project Value
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)**

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BidSync.

SOLCITATION NO.: R1311116P1 PROJECT NAME: Broward County Florida
Seaport and Airport
Security Services

PRIME CONTRACTOR

ADDRESS

TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5 (e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: _____

PRINT NAME / TITLE: _____

DATE: _____

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
 10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website: broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

_____ (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION 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. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

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.

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

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

AUTHORIZED SIGNATURE/ NAME

TITLE

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

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. 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:

Port Everglades Security Requirements:

- A. The Department of Port Everglades requires persons to present, at port entry, a valid driver's license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the Vendor for all employees, subcontractors, agents and servants visiting or working on the Port project. A restricted access badge application process will include a comprehensive background check. Badges must be renewed as required and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4225.

- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on Vendor letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8942, or go on line to <http://www.tsa.gov/stakeholders/transportation-worker-identification-credential-twic%C2%AE>.

Security Requirements: Aviation Department (Airport Security Program and Aviation Regulations)

- A. Vendor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Vendor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Vendor agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements.
- B. If required by the Aviation Department, Vendor shall conduct background checks of its employees in accordance with applicable Federal Regulations.
- C. If as a result of the acts or omissions of Vendor, its sublessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Vendor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Vendor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Vendor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Vendor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
- D. Access to Security Identification Display Areas and Identification Badges. The Vendor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Vendor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Vendor's personnel transferred from the Airport, or terminated from the employ of the Vendor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Vendor shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The Vendor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Vendor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.
- E. Operation of Vehicles on the AOA: Before the Vendor shall permit any employee of Vendor or of any subcontractor/subconsultant to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Vendor shall ensure

that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Vendor or of any subcontractor/subconsultant operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

- F. Consent to Search/Inspection: The Vendor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Vendor further agrees on behalf of itself and its subcontractors/subconsultants, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Vendor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Vendor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Vendor or by any subcontractor/subconsultant at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Vendor or by any subcontractor/subconsultant.
- G. Vendor understands and agrees that if any of its employees, or the employees of any of its subcontractor/subconsultant, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- H. The provisions hereof shall survive the expiration or any other termination of this Agreement.

Living Wage Ordinance Requirements:

- A. Living Wage Ordinance, Section 26-100, Broward County Code of Ordinances, as amended, applies to this contract if the open-end contract award value exceeds \$100,000 per year or if the individual project value exceeds \$100,000 under a fixed-term contract.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
 - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the

requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
 - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
 - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
 - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT 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. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: _____

Address: _____

Local Contact: _____

E-Mail Address: _____

Address: _____

Contract Amount: _____

Using Agency Served: _____

Solicitation No. and Title: _____

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$_____ per hour and are provided health benefits valued at \$_____ per hour.
- B. Receive a minimum pay of \$_____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Attach additional sheets in the format above, if needed)

I, _____ of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally or Produced Identification Type of Identification Produced: _____

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: \$ _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

(LWO 26.103(e)(1); Wage History): Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

(LWO 26.103(e)(2); Contractual): Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____

PRICING MATRIX
for
RFP No. R131116P1
SECURITY OFFICER SERVICES FOR PORT EVERGLADES, FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED ANNUAL HOURS	CONTINGENCY HOURS	HOURLY RATE	TOTAL
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GROUP 1 - LABOR

PORT EVERGLADES

1	Managers and Supervisors	Assistant Program Manager	2,080	80		
2	Managers and Supervisors	Field Shift Supervisor	8,736	336		
3	Level 1 Security Officers	Access Control Officer	130,624	5024		
4	Level 1 Security Officers	Terminal Traffic Control Officer - Cruise Season, October through April	60,000	2308		
5	Level 1 Security Officers	Terminal Traffic Control Officer - Cruise Off-Season, May through September	10,560	406		

AVIATION DEPARTMENT - FORT LAUDERDALE/HOLLYWOOD INTERNATIONAL AIRPORT

6	Level 2 Unarmed Security Officers	Access Control / Inspection Officers	3,754	144		
7	Level 2 Armed Security Officers	Access Control / Inspection Officers	0	1		

AVIATION DEPARTMENT - NORTH PERRY AIRPORT

8	Level 2 Unarmed Security Officers	Access Control / Inspection Officers	198	8		
9	Level 2 Armed Security Officers	Access Control / Inspection Officers	0	1		

GROUP 1 SUB TOTAL:

GROUP 2 - EQUIPMENT

NO.	CLASSIFICATION	DESCRIPTION	ESTIMATED ANNUAL MILEAGE	QUANTITY OF VEHICLES	ANNUAL PRICE PER VEHICLE	TOTAL
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10	Vehicles	Security patrol vehicles. Four (4) vehicles to be used each shift.	43,200	7		
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GROUP 2 SUB TOTAL:

TOTAL PROPOSED ANNUAL PRICE:

Question and Answers for Bid #R131116P1 - Broward County Florida Seaport and Airport Security Services

OVERALL BID QUESTIONS

There are no questions associated with this bid.