

Solicitation A2114901P1

Independent Quality Assurance and Quality Improvement Services (QA/QI Services)

Bid Designation: Public



Broward County Board of County Commissioners

Bid A2114901P1

Independent Quality Assurance and Quality Improvement Services (QA/QI Services)

Bid Number	A2114901P1
Bid Title	Independent Quality Assurance and Quality Improvement Services (QA/QI Services)
Bid Start Date	In Held
Bid End Date	Nov 1, 2017 5:00:00 PM EDT
Question & Answer End Date	Oct 20, 2017 5:00:00 PM EDT
Bid Contact	Bernadette Green Purchasing Agent 954-357-5034 begreen@broward.org
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	Oct 4, 2017 10:00:00 AM EDT Attendance is optional Location: Government Center East 115 S Andrews Ave., Room 302 Fort Lauderdale, FL 33301 Attendance at the site visit/pre-bid conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidder(s) to have visited the site or to have attended the conference.
Bid Comments	Scope of Work: The Office of Regional Communications and Technology (ORCAT) is seeking a qualified firm to provide Independent Quality Assurance and Quality Improvement Services (QA/QI Services) for call handling within the three (3) regional consolidated public service answering points. The request is for the services of quality assurance through evaluation, also include reporting, gap analysis, training, and quality improvement recommendations. Goal Participation: This solicitation does not include County Business Enterprise (CBE) participation goals. Workforce Investment: This solicitation is not subject to the Workforce Investment requirements. County/State License Requirements: This solicitation does not include County/State License requirements.

Item Response Form

Item	A2114901P1--01-01 - Independent Quality Assurance and Quality Improvement (QA/QI) Services
Quantity	<u>1 year</u>

Unit Price

Delivery Location **Broward County Board of County Commissioners**
OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for all Services required in accordance with the Scope of Work A2114901P1 (i.e., all costs to County other than hardware and software and associated support and maintenance).

Item **A2114901P1--01-02 - Independent Quality Assurance and Quality Improvement (QA/QI)
Additional Evaluat**

Quantity **1 year**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing on a price-per-evaluation for any additional evaluations above the minimum levels included in the Scope of Work A2114901P1: Section 2.

Item **A2114901P1--01-03 - Software**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for all Software (if any) to be provided as part of the solution proposed by Vendor.

Item **A2114901P1--01-04 - Hardware**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for all Hardware (if any) to be provided as part of the solution proposed by Vendor.

Item **A2114901P1--01-05 - Professional Services/Optional Services**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide hourly rate pricing for Professional Services/Optional Services.

Item **A2114901P1--01-06 - Training**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide Training in accordance with the Scope of Work A2114901P1: Section 2 "Services".

Item **A2114901P1--01-07 - Support/Maintenance (Year 2)**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for support and maintenance for all Vendor-provided software and hardware for Year 2 (the second year after Final Acceptance).

Item **A2114901P1--01-08 - Support/Maintenance (Year 3)**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for support and maintenance for all Vendor-provided software and hardware for Year 3 (the third year after Final Acceptance).

Item **A2114901P1--01-09 - Support/Maintenance (Year 4)**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for support and maintenance for all Vendor-provided software and hardware for Year 4 (the fourth year after Final Acceptance).

Item **A2114901P1--01-10 - Support/Maintenance (Year 5)**

Quantity **1 each**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

OCT001
COMMUNICATIONS TECHNOLOGY
115 S ANDREWS AVENUE STE 325
FORT LAUDERDALE FL 33301
Qty 1

Description

The Vendor to provide pricing for support and maintenance for all Vendor-provided software and hardware for Year 5 (the fifth year after Final Acceptance).

Scope of Work

A2114901P1: Independent Quality Assurance and Quality Improvement Services (QA/QI Services)

Definitions

Agency: The entity that directs the day-to-day activities of the Agents. In multi-discipline centers, the Agency provides the call-taking/dispatch and related services to emergency response stakeholders.

Agent (Telecommunicator): The individual employed by a public safety agency as the first of the first responders whose primary responsibility is to receive, process, transmit, and/or dispatch emergency and non-emergency calls for service for law enforcement, fire, emergency medical, and other public safety services via telephone, radio, and other communication devices.

Calls for Service (CFS): A request or contact that results in the provision of a public safety service or response.

Call taking: The act of answering emergency (9-1-1 and 10 digit phone lines) and non-emergency calls for service from the public and obtaining the information necessary to dispatch a public safety unit, such as fire, police, medical and rescue, to the reported location of the emergency.

Public Safety Answering Point (PSAP): A facility equipped and staffed to receive emergency and non-emergency public safety calls for service via telephone and other communication devices. Emergency calls for service are answered, assessed, classified, and prioritized. The FCC further defines a primary PSAP as a facility to which 9-1-1 calls for service are routed directly from the telephone company's central office. A secondary PSAP is defined as a facility to which 9-1-1 calls for service are transferred from a primary PSAP.

Quality Assurance (QA) Services: All actions taken to ensure that standards and procedures are adhered to and that delivered products or services meet performance requirements.

Quality Assurance Evaluator (QAE): A qualified public safety professional who reviews telecommunicator work performance and documents an evaluation of the level of compliance with Agency directives and standards.

Quality Improvement Services: An organized system that assesses and evaluates the process to improve the quality of services provided.

1. Project Overview

Broward County Office of Regional Communications and Technology (ORCAT) seeks a vendor to provide **Independent Quality Assurance and Quality Improvement Services** (QA/QI Services) for call handling within the three (3) Regional Consolidated Public Service Answering Points (PSAP's). The request is for the services of quality assurance through evaluation, also include reporting, gap analysis, training, and quality improvement recommendations.

- North Regional Consolidated PSAP
4900 W. Copans Road, Coconut Creek, FL 33066
- Central Regional Consolidated PSAP
10440 W. Oakland Park Blvd., Sunrise, FL 33351
- South Regional Consolidated PSAP
6057 SW 198th Terr., Pembroke Pines, FL 33332

2. Services Description

A. Objectives

The vendor's services shall meet the following objectives of the County:

1. Implement an independent QA/QI Services program that meets or exceeds national industry standards for accreditation.
2. Establishment of an independent QA/QI Services program that can offer a consistent, effective, and efficient level of service for call handling.
3. Utilize industry standards to assist and recommend procedures for achieving accreditations for Police, Fire, and Medical call handling.
4. Develop a collaborative approach among stakeholders for evaluation, reporting, and training improvement.
5. Integrate the QA/QI Services into the County's existing technological platform for voice recordings.
6. Create a feedback process to the Agents that will provide improvement opportunities, training options, and program modifications to ultimately improve the program.
7. Provide a dashboard reporting method to provide accessibility and transparency of the independent QA/QI Services results.

B. Interfaces

The vendor's services must include provision of any and all necessary interfaces to achieve the following:

1. The services must utilize or provide a platform that fully interfaces with the County's current voice recording software, i.e., VPI (Voice Print International).

2. The vendor's solution must provide for full access for the vendor's QA Evaluators (QAE) to review and gather all relevant records (e.g., CAD incidents, Screen Capture, Recordings, etc.) and information needed to evaluate overall call handling calls for service.
3. The vendor's solution must include connection with the Voice Recording System (VRS) servers through the County's Public Service Intranet (PSI-net) network.
4. The vendor's solution must be able to access multiple VRS servers to perform evaluations. The voice recording data is stored on eight (8) servers located within the County's three (3) Regional Consolidated PSAP's.
5. The vendor's solution must be fully compliant with all applicable requirements of the Criminal Justice Information Services, known as (CJIS). The vendor must provide secured VPN remote access for network connectivity for evaluating and reporting. This requirement must adhere to the U.S Department of Justice Document (CJISD-ITS-DOC-08140-5.5) or a newer version release.

C. Specifications of Evaluations by Vendor's QAEs

1. The storage of the evaluations shall be locally hosted and can be viewed, filtered, and sorted on a locally hosted platform.
2. The QAE shall access all records needed to properly evaluate all pertinent information related to the random sampling of calls for service that are to be reviewed.
3. The QAE shall objectively evaluate the data while comparing and measuring it against policies and procedures.
4. The QAE shall have a minimum of (1) one year experience performing evaluations within the public safety industry.
5. The QAE shall have knowledge of current industry standards and best practice procedures related to Public Safety Communications.
6. The QAE shall possess the necessary accreditation themselves in the area that they are evaluating. (Example: EMD-Q, EPD-Q, EFD-Q)
7. Evaluations shall be composed from a minimum of two (2) random reviews per Agent and up to 2% of total call for service. The minimum evaluations shall be 1% of the total calls for service in each category which includes each listed call type and call discipline. This shall include the following:

Evaluations for Call Taking:

Police – 1% - 2% of each month's police call volume.

Fire – 1% - 2% of each month's fire call volume.

Medical – 1% - 2% of each month's medical call volume.

Non-Emergency Calls:

1% - 2% of random selected non-emergency calls.

Alarm Calls:

1% - 2% of random selected alarm calls.

Evaluations for Dispatching:

Police – 1% - 2% of each month's police call volume.

Fire – 1% - 2% of each month's fire call volume.

Medical – 1% - 2% of each month's medical call volume.

8. All QAE's must have and maintain accreditation with at least one of the Accreditation and Standards Authorities listed previously. Additionally the QAE's shall evaluate within each of the disciplines (Police, Fire, Medical) for which the QAE has certification.

D. Reports

1. The solution should provide the ability to sort, filter, or select the evaluations and generate reports from the evaluation data based upon user selected options. The vendor should provide a solution for ad-hoc and additional reports that can be customized based on customer request, such as trend analysis. The data used to develop all reports should be available and accessible in Microsoft SQL Server.
2. The vendor shall provide up to (10) ten reports monthly. These reports and their content should be defined upon a report development meeting prior to implementation.
3. The system shall provide dashboard views of all reports that have been created. The dashboard should have the reports available on the dashboard within 5 business days after report creation date.
4. The evaluations shall be reviewed and reported in a timely, accurate, and fair manner that allows objective feedback and timely actions for improvement.
5. The QAE shall perform and complete the evaluation within five (5) days, including holidays and weekends, from the time that the voice record becomes available.
6. Once the evaluation has been completed, the QAE shall make the evaluation available within one (1) calendar day. The evaluation should contain the QAE's review and all supporting records that were considered.
7. Reporting should be able to segregate by agent roles, call type, and call disciplines.
 - a. The vendor shall provide reports by agent roles:
 - Call-Taking
 - Dispatching
 - b. The reporting of the evaluations shall include Call Type:
 - Emergency (911)
 - Non-Emergency
 - Alarm calls
 - Teletype
 - c. The reporting on each of the following disciplines shall be included:
 - Police Dispatch (Police)
 - Fire Dispatch (Fire)
 - Medical Dispatch (Medical)

8. The vendor should provide the Agents with the ability to review the Agent's own evaluations and quality improvement reporting as an option.
9. Any ad-hoc reports requested by County that are not normally scheduled should be provided by vendor within 48 hours.
10. Vendor shall provide regularly scheduled reports on a monthly basis for review within five (5) business days after the end of each month.
11. The vendor shall obtain data from the evaluations to produce reports that include:
 - a. Overall Performance of each Agent
 - b. Customer Service
 - c. Optimization for the Agency's resources
 - d. Analysis of performance trends
 - e. Compliance to industry protocols
 - f. Adherence to Agency's policies and standard operating procedures
 - g. Summary reports on call handing operations as a whole

Calls for Service:

Below is sample data collected of total Calls for Service within the three (3) Broward County Regional PSAP's. The data includes all Calls for Service for Police, Fire, and Medical:

154,189 CFS in January 2017
143,843 CFS in February 2017
106,563 CFS in March 2017

E. Testing

1. The vendor shall perform testing to validate proper network access for each QAE.
2. The vendor shall test each of the VPN secured connections to ensure that network access adheres to the interface requirements.
3. The vendor shall test any dashboard or reporting tool to ensure that access to reports is available to each stakeholder. This includes any initial setup of user administration for access.
4. As part of the preliminary acceptance testing process of the QA/QI Service, the system shall operate for an evaluation period of 30 days prior to Go –Live
5. The evaluation period shall include at least four (4) calibration sessions. These sessions will test and verify evaluations, dashboard testing, report analysis, and verification of the QA/QI feedback process.

F. Training

1. Prior to Go-Live, the vendor shall provide three (3) days of on-site training.
2. During the three (3) days of on-site training the vendor shall provide "Train-the-Trainer" training for twenty-five (25) persons designated by County. Training shall include:
 - a. Case review criteria of the evaluation.
 - b. Evaluation guidelines for developing and modifying evaluation summaries.

- c. Evaluation review and sign-off of the evaluation.
 - d. Report and dashboard access with user guide training.
 - e. Quality improvement review and feedback process and documentation.
 - f. User feedback training from the Agent.
3. The vendor shall also provide training to ten (10) members of Broward County on report access, dashboards, and user administration.
 4. The vendor shall provide refresher training to both the Agency and ORCAT within sixty (60) days after Final Acceptance.

G. Go-Live

1. At time of first use in production ("Go-Live"), the vendor shall be on site with the project implementation team. The project's Go-Live date will be dependent on the completion and implementation of the following requirements:
 - a. Completion of all tasks and milestones listed on project schedule.
 - b. Vendor's ability to provide enough qualified QAE's with network access.
 - c. Successful completion and approval of preliminary acceptance Testing.
 - d. Approval of the department's change management process.
 - e. The completion of the vendor provided training.
 - f. Advance notification to agency on Go-Live date.

H. Final Acceptance

1. Final Acceptance shall be issued by County upon successful completion of the criteria specified in the agreement, which shall include:
 - a. Final Acceptance Test Plan shown in Section 7 below.
 - b. Close out activities or punch list action items.
 - c. Successful completion of 30-day operational testing post Go-Live.
2. The vendor shall provide a single point of contact for communication post Final Acceptance.
3. Post Final Acceptance, the vendor shall continue to provide QA/QI Services for as long as requested by County, as well as Support and Maintenance Services for the system.

I. Support and Maintenance

1. Upon Final Acceptance, the vendor will provide support and maintenance for the solution, including ongoing support to track process related issues or technical issues reported, resolution, trending, and root cause resolution.
2. The vendor shall also provide weekly and monthly reports as needed regarding process related issues or technical issues reported, resolution, trending, and root cause resolution.
3. The Final agreement for service will include pricing for up to five (5) years of support and maintenance after Final Acceptance for all software and hardware provided. The first year of support for all Software and Equipment after Final Acceptance is included at no additional cost to County.

4. The vendor should provide a system to track process related issues or technical issues reported, including resolution, trending, and root cause resolution.
5. The support services shall also include workflow changes, process updates, and system enhancements to accommodate operational changes (up to 80 hours annually).
6. All software and hardware provided by vendor shall be updated with the latest release(s) of applicable software and firmware throughout the duration of the agreement,
7. The vendor shall provide an organizational chart with roles and contact information listed for reporting of issues and escalation procedures.

3. Technical Approach

A. Implementation and Schedule:

1. The vendor's implementation team shall coordinate the project tasks and milestones with the County's project manager.
2. During the implementation, the vendor shall work with the County project manager to create the dashboard reports and report frequency.
3. The vendor shall be responsible for working with the County's Regional Public Safety Applications team to process firewall requests for access.

Schedule

Activity	Approach	Duration	Responsibility
Hardware/Software Installation	Vendor to install any equipment and related software that will be locally hosted.	4-5 days	Vendor and ORCAT Project Manager
Network Firewall Policy	Vendor will assist the County with providing information needed for network connectivity.	3-4 days	Vendor Project Team, ORCAT Project Manager
Establish secure VPN connection for QAE's	Vendor to provide VPN software to QAE's and County network.	5-7 days	Vendor Project Team, ORCAT Project Manager
Build Evaluations	Vendor will build evaluations for QAE's.	5 days	Vendor Project Team
Build Reports and Dashboards	Vendor will build reports and dashboards as requested.	5 day	Vendor Project Team
QA/QI Workflow Process	Vendor will provide the workflow and processes.	2 days	Vendor Project Team

B. Vendor Responsibility:

1. The vendor should be able to provide both protocol and non-protocol based evaluations. The vendor shall assist operations with maintaining its ACE accreditation for EMD (Emergency Medical Dispatch) protocol. Additionally, support operations in working towards ACE accreditation for EPD (Emergency Police Dispatch) and EFD (Emergency Fire Dispatch) protocols through International Academy of Emergency Dispatch (IAED).
2. The vendor shall use and follow the evaluation protocol necessary to achieve the accreditation.
3. The vendor should provide compliant evaluations to both the QA supervisor and the Agent. All non-compliant evaluations shall be directed only to the QA supervisors for review and dissemination to the Agent. A workflow process shall be developed by vendor to determine this process.
4. The vendor shall provide an appeal process for an Agent to contest an evaluation, including a defined timeline for the appeal. An appeal process and workflow will be a requirement of the planning phase of the project schedule.
5. It shall be the responsibility of the vendor to generate and disseminate weekly and monthly reports to the dashboard. All evaluations and reports, excluding audio, shall be for at least one year.
6. The vendor shall complete the installation and provide all services in accordance with the project schedule.
7. All documentation such as user guides associated with software or hardware shall be included in the vendor's proposal.
8. The vendor should provide the ability to screen capture the Computer Aided Dispatch (CAD; Motorola Premier One) incident screen(s) for review during the evaluation.
9. The vendor shall provide a dashboard that allows viewing of all reports that are made available for current and historical timeframes.
10. The completed evaluations shall be available electronically to the agent and be capable of the Agent's review and written or digital signature.

4. Access/Security

A. Access

1. The vendor shall provide only QAEs who can pass a background investigation check performed by BSO. Fingerprinting is part of the background check and can be performed with a BSO fingerprint card that contains the Originating Agency Identification (ORI) number (FL0060000).
2. The QAE shall have and maintain a Level 4 CJIS certification that complies with Personnel with Information Technology Roles: "Level Four Security Awareness Training"
3. The vendor shall maintain compliance with any applicable HIPPA laws, rules, and regulations.

4. Each remote access VPN session shall be a CJIS compliant remote software application.
5. The vendor shall only access the data on the County's network for the purpose of QAE review.
6. It shall be the responsibility of the vendor to setup the initial access to the QA/QI program based on the user's role. This includes the agencies managers, supervisors, agents, and the County's staff and other stakeholders.

5. Communication Approach

Broward County Office of Regional Communication and Technology is the project administrator and shall provide project feedback to the vendor for the duration of the project.

Communication	Method	Regularity	Vendor Attendees	Discussion
Kickoff Meeting	On Site	Once	Vendor's Project Team	Project scope and schedule
Evaluation Development	On Site	As Needed	Vendor's Project Engineer	Evaluation content
Report Development	On Site	As Needed	Vendor's Project Engineer	Report content and quantity
Software/Hardware	On Site	As Needed	Vendor's Project Engineer/Installers	Review of S&H requirements
Network Integration	Conference Call	As Needed	Vendor's Project Engineer/Installers	VPN, CAD, VPI integration
Implementation	On Site	As Needed	Vendor's Project Engineer/Installers	Methodology and risks
Test Plan Strategy	Conference Call	Once	Vendor's Project Manager	QAE VPN testing, integration testing, reporting testing
Training x 2	On Site	Twice	Vendor's Trainers	User Train-the-trainer schedule
Go Live	On Site	Once	Vendor's Project Team	Change Management, MOP, Process flow
Final Acceptance and Project Closeout	Conference Call	As Needed	Vendor's Project Manager	Action items, punch list, transition to ongoing services and support
Project Manager Meeting	Conference Call	Weekly	Vendor's Project Manager	Project Status Review

6. Evaluation Changes

- A. The evaluations shall be based on the review of data obtained from voice recordings, CAD incidents, screen captures, or any additional call handling record provided to the QAE. The evaluation criteria shall be a collaborated document from the Agency's existing policies, standard operating procedures and the vendor's recommendations for best practices and industry standards.
- B. During implementation of QA/QI Services program, evaluation criteria may need to be modified to meet industry standards to achieve recommended accreditations. Changes to the evaluation process will also include focus on identifying gaps in performance. These operational decisions will include cooperation between the Agency and the vendor to identify weaknesses and improve strengths of call handling. The vendor should provide recommendations on a regular basis, as determined by the Agency and in conjunction with the Agency employee evaluation procedures and/or guidelines, to ensure compliance.
- C. Any changes to the evaluation procedure, criteria, scoring, or question template shall be subject to approval by Broward County. Broward County will work with the Agency regarding the need for any process changes and the decision to implement any changes.
- D. The vendor shall perform a periodic calibration process to review, calibrate, and revise as necessary the QA/QI Services to maintain the highest possible level of reliability and integrity.

7. Final Acceptance Test Plan

Final Acceptance testing of the QA/QI Service shall be conducted after the successful completion of the 30 days operational testing post Go-Live, and shall include:

- A. All training and reporting requirements are met.
- B. Security and access requirements for all QAE's verified.
- C. Quality improvements procedures are developed and functioning.
- D. There are no high or medium category issues still outstanding.
- E. Successful completion of the Final Acceptance test plan set forth in the agreement, which will include, at a minimum, the preliminary test plan set forth below.

Test #	Test Criteria	Expected Results
1	The vendor and all QAE's login to each of the VRS.	Access shall be expected.
2	The QAE's ability to navigate within the existing VRS and identify voice records for the evaluations.	QAE's shall understand current VPI software platform and navigation.
3	Verify that VPN software is CJIS compliant.	Expectation that vendor shows proof that all users use a CJIS approved VPN software.
4	The vendor produce samples of all reports requested during construction phase.	Vendor produce all reports with active data using the format reference in SOW.
5	Automatic dashboard views of reports, including evaluation summaries.	Vendor shall provide visibility of automatic reports within the dashboard.
6	Accreditation protocols are provided to the evaluators for each call type and call disciplines.	Each QAE will have the documentation necessary to evaluate based on the call type and call discipline.
7	Complete four (4) calibration sessions identified in the SOW.	The test evaluations, dashboard testing, report analysis, and verification of the QA/QI feedback process was completed.

Standard Instructions for Vendors

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

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.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

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-responsive.

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**, Confidential Material/ Public Records and Exemptions 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 (Confidential Material/ Public Records 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.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other

means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. 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.

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. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The Vendor must provide responses to the Evaluation Criteria using the **Evaluation Criteria Response Form**. 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:
$$\frac{\text{Lowest Proposed Price/Vendor's Price}}{\text{Maximum Number of Points for Price}} = \text{Price Score}$$
 - 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

L. Confidential Material/ 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 confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Except for the materials submitted in compliance with this section, any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated elsewhere in the submittal otherwise the Vendor's claim for confidentiality will be deemed as a waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. 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.

N. 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.

O. 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.

P. 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**

Q. 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.

R. 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 a Vendor.

S. 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 for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals 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 for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals 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.

T. 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.

U. 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.

V. 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.

W. Submittal Instructions:

1. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.

2. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
3. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
4. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (e.g. Evaluation Criteria Response Form, Financials Statements, Insurance, etc.) in the Item Response Form in BidSync (Place Offer page, Upload Attachment), under line one (regardless if pricing requested).
5. Vendor should upload responses to Evaluation Criteria using the pdf-fillable Evaluation Criteria Response Form provided under this solicitation. Refer to **Evaluation Criteria Response Form** and submit as instructed.
6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Special Instructions to Vendors
A2114901P1, Independent Quality Assurance and Quality Improvement Services (QA/QI 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 **Item Response Form**. 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 Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

B. Additional Responsibility Criteria:

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

1. Office of Economic and Small Business Development Program

Not applicable to this solicitation.

2. Industry specific requirements

Vendor must be accredited by the Accredited Center of Excellence (ACE) in addition to accreditation from one of the following:

- International Academy of Emergency Dispatch (IAED)
- Association of Public Safety Communications Officials (APCO)
- National Emergency Number Association (NENA)
- National Fire Protection Association's (NFPA)
- The Commission of Accreditation for Law Enforcement Agencies (CALEA)

C. Standard Agreement Language Requirements:

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

<http://www.broward.org/Purchasing/Documents/bcf305.pdf>

and

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

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements. Review Demonstration Script attached for Demonstration format.

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code.

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

County Funds

I. Projected Schedule:

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

Check this website for any changes to the above tentative schedule for Sunshine Meetings:
<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

J. Project Manager Information:

Project Manager: Todd McDaniel, Information Systems Supervisor

Email: tmcdaniel@broward.org

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

**REQUEST FOR PROPOSAL (RFP) A2114901P1
INDEPENDENT QUALITY ASSURANCE AND QUALITY IMPROVEMENT
SERVICES (QA/QI SERVICES)
Vendor's Software Functional Testing**

Check Yes or No and add any applicable comments.

Vendor: <input type="text"/>		Software Name: <input type="text"/>		
The vendor supplied software should demonstrate the functional requirements on the following:				
Item#	Demonstrate	(YES)	(NO)	Comments
1	Does the software allow to search a call by telephone number?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Does the software allow to search by call discipline (Medical, Fire, Police)?	<input type="checkbox"/>	<input type="checkbox"/>	
3	Does the software allow a search by call incident or identification criteria?	<input type="checkbox"/>	<input type="checkbox"/>	
4	Does the software support predefined evaluation forms?	<input type="checkbox"/>	<input type="checkbox"/>	
5	Does the software support ad-hoc evaluation forms?	<input type="checkbox"/>	<input type="checkbox"/>	
6	Does the software allow evaluations to be performed for call taking?	<input type="checkbox"/>	<input type="checkbox"/>	
7	Does the software allow evaluations to be performed for dispatching?	<input type="checkbox"/>	<input type="checkbox"/>	
8	Does the software provide analysis performance reporting for weekly, monthly, or quarterly?	<input type="checkbox"/>	<input type="checkbox"/>	
9	Does the software allow for customized reporting?	<input type="checkbox"/>	<input type="checkbox"/>	
10	Does the software provide Dashboard Views or its reports?	<input type="checkbox"/>	<input type="checkbox"/>	
11	Does the software allow for setup of automatic reporting?	<input type="checkbox"/>	<input type="checkbox"/>	
12	Does the software have the ability to interface with the existing technology VPI (Voice Print International) recordings?	<input type="checkbox"/>	<input type="checkbox"/>	
13	Does the software provide the ability to evaluate a single call?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does the software provide the ability to evaluate a single text message?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Does the software allow you to review an evaluation on an entire incident (Call Taking, Dispatching, and Screen)?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does the software provide a scoring approach on evaluations that meets industry standards?	<input type="checkbox"/>	<input type="checkbox"/>	
17	Does the software allow capture for Power 911 Viper screen?	<input type="checkbox"/>	<input type="checkbox"/>	
18	Does the software allow capture for Motorola Premier One CAD?	<input type="checkbox"/>	<input type="checkbox"/>	

19	Does the software allow random selection of calls for evaluation?	<input type="checkbox"/>	<input type="checkbox"/>	
20	Does the software save all data including (evaluations, screen captures, messages) on a locally hosted storage device?	<input type="checkbox"/>	<input type="checkbox"/>	
21	Does the software allow electronically delivery of completed evaluations?	<input type="checkbox"/>	<input type="checkbox"/>	
22	Is the software being demonstrated the same release or version being proposed within the bid?	<input type="checkbox"/>	<input type="checkbox"/>	
23	Is the software design for best industry practices to be utilized for accreditations for each call discipline (Medical, Fire, Police)?	<input type="checkbox"/>	<input type="checkbox"/>	
24	Can the software allow multiple sessions of evaluations to be performed at the same time?	<input type="checkbox"/>	<input type="checkbox"/>	

**INDEPENDENT QUALITY ASSURANCE AND QUALITY IMPROVEMENT SERVICES (QA/QI SERVICES)
REQUEST FOR PURCHASE (RFP) A2114901P1
Demonstration Script**

For use at the Demonstration Meeting.

Vendor: _____ Software Name: _____			
The vendor supplied software should demonstrate the functional requirements on the following:			
Item#	Demonstrate	(YES)	(NO)
1	Demonstrate how to search a call by telephone number		
2	Demonstrate how to search by call discipline (Medical, Fire, Police)		
3	Demonstrate how to search by call incident or identification criteria		
4	Demonstrate the software supporting predefined evaluation forms		
5	Demonstrate the software supporting ad-hoc evaluation forms		
6	Demonstrate the software allowing evaluations to be performed for call taking		
7	Demonstrate the software allowing evaluations to be performed for dispatching		
8	Demonstrate the software providing analysis performance reporting for weekly, monthly, or quarterly		
9	Demonstrate the software allowing for customized reporting		
10	Demonstrate the software providing Dashboard Views or its reports		
11	Demonstrate the software allowing for setup of automatic reporting		
12	Demonstrate the software's ability to interface with the existing technology VPI (Voice Print International) recordings		
13	Demonstrate the software providing the ability to evaluate a single call		
14	Demonstrate the software providing the ability to evaluate a single text message		
15	Demonstrate the software allowing one to review an evaluation on an entire incident (Call Taking, Dispatching, and Screen)		
16	Demonstrate the software providing a scoring approach on evaluations that meets industry standards		
17	Demonstrate the software allowing capture for Power 911 Viper screen		
18	Demonstrate the software allowing capture for Motorola Premier One CAD		
19	Demonstrate the software allowing random selection of calls for evaluation		
20	Demonstrate the software saving all data including (evaluations, screen captures, messages) on a locally hosted storage device		
21	Demonstrate the software allowing electronically delivery of completed evaluations		
22	Demonstrate the software allowing multiple sessions of evaluations to be performed at the same time		

Evaluation Criteria Response Form

The completed Evaluation Criteria Response Form 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 or deem vendor non-responsible.

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	A2114901P1 - Independent Quality Assurance/Quality Improvement Services (QA/QI Services)
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>1. Ability of Professional Personnel: 1a) Qualifications and Experience List and describe the qualifications, relevant experience and roles of the proposed key team members, including project manager(s), professional and technical personnel that will provide these services to this project. Provide the number of years that the Vendor has performed work related to the SOW, with a brief description of their understanding of industry standards and best practices for this project scope. <i>5 Points</i> *Required</p>	
<p>1b) Subconsultants Qualifications and Experience If sub consultants are used for this project, provide a description on how they will be used. List their qualifications and past work experience that is relative to this project and working relationship with the prime vendor. Additionally, if the sub consultants holds certifications, licensures, or specialized training that demonstrate capability to perform these services, please provide copies of documentation. <i>5 Points</i> *Required</p>	

<p>1c) References</p> <p>Provide an Organizational Chart identifying the Project Manager and other key staff and role and responsibilities with which they would be associated to this project. Include the following information:</p> <ol style="list-style-type: none"> 1. Names and titles of individuals who will be involved in this project and the affiliation to the company. 2. A responsibility matrix indicating the reporting structure and task responsibilities of each member on the project team. 3. Identify Key Personnel, include a job title, number of years employed at the company, location, and a brief description of qualifications for each, as they related to the project scope. 4. Provide at least three (3) references for the prime contractor (i.e. the proposing company). <p>5 Points</p> <p>*Required</p>	
<p>2. Project Approach</p> <p>Describe the Vendor's approach to the project design, installation, data integration, implementation, and deliverables based on the project requirements and Scope of Work. Include how the primary Vendor will use 3rd-party sub consultants, (if any) throughout the project. Provide a workflow process to provide Quality Assurance Services with proper handoff to a Quality Improvement process. Describe how the Vendor's product can meet the projects requirements, including; User Interfaces, Dashboard Reporting, Evaluating agencies with non-protocol and/or protocol based SOP's, and Evaluation Response Timeframes.</p> <p>15 Points</p> <p>*Required</p>	
<p>3. Past Performance</p> <p>3a) Provide a list of customers where the request for past or current QA services on projects of similar nature, scope, and duration of service, along with evidence of satisfactory completion for both on time and within budget for the past five (5) years. Provide a minimum of three customers with references and the associated QA project scope.</p> <p>7 Points</p> <p>*Required</p>	

<p>3b) Describe each of the subconsultants past performance, any conflict of interest through previous employment. Include any subconsultants' ability to pass a background check, and Criminal Justice Information Services (CJIS) Level 4 Certification.</p> <p><i>8 Points</i></p> <p>*Required</p>	
<p>4. Workload of Firm</p> <p>For the Vendor only, list all completed and active projects managed within the past five (5) years. In addition, list all projected projects that the Vendor will be working on the near future. Projected projects will be defined as project(s) that primary Vendor has been awarded a contract, but the Notice to Proceed (NTP) has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were these or will there be any challenges, issues, or obstacles for any of the listed projects? If so, describe how the Vendor dealt or will deal with the projects' challenges.</p> <p><i>5 Points</i></p> <p>*Required</p>	
<p>5. Location</p> <p>Refer to Vendor's Business Location Attestion Form and submit as instructed. Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive (5) five points a vendor not meeting all of the local business requirement will receive (0) zero points.</p> <p>The following applies to any Vendor responding as a Joint Venture (JV):</p> <p>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 (3) three points;</p> <p>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 (2) two points;</p> <p>If a member of the JV has 10% to 29% of equity and meets all of the local business requirements, the JV will receive (1) one point.</p> <p><i>5 Points</i></p>	

<p>6. Vendor's Ability to Meet Requirements Outlined in the SOW</p> <p>6a. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Project Overview 2 Points *Required</p>	
<p>6b. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Services 5 Points *Required</p>	
<p>6c. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Technical Implementation 5 Points *Required</p>	

<p>6d. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Access and Security <i>2 Points</i> *Required</p>	
<p>6e. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Communications <i>2 Points</i> *Required</p>	
<p>6f. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: Evaluation Changes <i>2 Points</i> *Required</p>	

<p>6g. Vendor to provide outlined description on the ability to meet requirements in the statement of work for: <i>2 Points</i> *Required</p>	
<p>7. Security The vendor and subconsultants ability to adhere to the security requirements within the project's SOW. Including background checks, CJIS Certifications, CJIS certified VPN software, software updates, and firmware updates. <i>5 Points</i> *Required</p>	
<p>8. Pricing The vendor to provide best pricing list. The pricing shall include costs associated with any of the related items: QA/QI services, Evaluations, Software and/or Hardware, Implementation and Professional Services, Reporting, Training, and Support/Maintenance. <i>10 Points</i></p>	

9. Functional Testing:

The vendor's ability to perform the testing criteria outlined in the Software Functional Testing document in the RFP.

10 Points

Vendor Questionnaire Form

The completed Vendor Questionnaire Form 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.

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		A2114901P1
Title :		Independent Quality Assurance/Quality Improvement Services (QA/QI Services)
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	

	If Corporation, Sepecify the State of Incorporation	
	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. 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.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. 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.	Click response	Yes No
	If Yes, provide detailed response	
17. 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.	Click response	Yes No
	If Yes, provide detailed response	
18. 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.	Click response	Yes No
	If Yes, provide detailed response	
19. 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.	Click response	Yes No
	If Yes, provide detailed response	

20. 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.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. 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. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

STANDARD CERTIFICATIONS

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

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances 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 ventures. 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; 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 County Administrator, Assistant County Administrators, 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)

- The 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)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The 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)

- The 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel 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 Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire 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).

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

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. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. 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 [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is 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's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months 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;
5. 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; and
6. The Vendor understands that if after contract award, 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:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name:

Vendor's address listed in its submittal is:

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

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

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

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.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

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:

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	<input type="text"/>
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? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

LOCAL VENDOR CERTIFICATION FORM (PREFERENCE AND TIEBREAKER)

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

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

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

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

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

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - 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

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
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Vendor Name:

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					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?
Yes No

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

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on 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"/>	<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

AFFILIATED ENTITIES OF THE PRINCIPAL(S) 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.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"

Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities: 5
6

Principal's Name:

Names of Affiliated Entities: 5
6

Principal's Name:

Names of Affiliated Entities: 5
6

Authorized Signature Name:

Title:

Vendor Name:

Date:

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs

and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

1. The Port Everglades Department 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 contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further

information, please call 954-765-4225.

2. 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 company 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.
3. 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 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and 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 sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, 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 consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor 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. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor 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.

4. **Consent to Search/Inspection:** The consultant/contractor 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 consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing 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, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update

- information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
 7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
 8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
 9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

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:

Vendor Name:

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. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Insurance Requirements

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	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned *May be waived <input checked="" type="checkbox"/> Hired if no driving will be <input checked="" type="checkbox"/> Non-owned done in performance <input checked="" type="checkbox"/> Scheduled of services. <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~	(each accident)	\$ 1 mil	
	Extended reporting period	2 years	
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RLI, RFP, AND PROJECT MANAGER ON COI. REFERENCE: Independent Quality Assurance Services			
CERTIFICATE HOLDER: Broward County 4900 Copans Road, Suite 201 Coconut Creek, FL 33066 Attn: Todd McDaniel			

Revised 2015



Digitally signed by TIMOTHY CROWLEY
DN: dc=city, dc=broward, dc=bc, ou=Organization,
ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY
Date: 2017.04.07 16:12:51 -0400

Risk Management Division

Question and Answers for Bid #A2114901P1 - Independent Quality Assurance and Quality Improvement Services (QA/QI Services)

Overall Bid Questions

There are no questions associated with this bid.