

## **Solicitation PNC2114814P1**

### **Managing General Contractor - Cruise Terminals 2 & 4 Parking Garage Improvements**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid PNC2114814P1

### Managing General Contractor - Cruise Terminals 2 & 4 Parking Garage Improvements

**Bid Number** PNC2114814P1

**Bid Title** Managing General Contractor - Cruise Terminals 2 & 4 Parking Garage Improvements

**Bid Start Date** In Held

**Bid End Date** Jan 12, 2018 5:00:00 PM EST

**Question & Answer End Date** Dec 29, 2017 5:00:00 PM EST

**Bid Contact** Mark Roberts  
954-357-6164  
maroberts@broward.org

**Bid Contact** Michal Durden  
954-359-1027  
mdurden@broward.org

**Contract Duration** One Time Purchase

**Contract Renewal** Not Applicable

**Prices Good for** Not Applicable

**Pre-Bid Conference** Dec 14, 2017 9:00:00 AM EST  
Attendance is optional  
Location: Location: Port Everglades Department Administration Building Auditorium  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
Attendance at the pre-proposal conference is optional. This information session presents an opportunity for proposers to clarify any concerns regarding the solicitation's requirements. A site visit will immediately follow the meeting.  
Allow extra time for entrance at Port Everglades security checkpoints.  
The Port Everglades Department requires persons to present, at port entry, a valid drivers license and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge.

**Bid Comments** **Project Title: Managing General Contractor for Cruise Terminals 2 and 4 Parking Garage Improvements**

The Managing General Contractor (MGC) for the Cruise Terminals 2 and 4 Parking Garage Improvements (Project) includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for construction of a new parking garage to be located west of Cruise Terminal 4 at Port Everglades. The Project consists of a new multi-story parking structure west of Cruise Terminal 4 and elevated horizontal pedestrian connector from the proposed new garage east to Cruise Terminal 2. The Project includes, but not limited to the following: foundations, concrete structure, concrete ramps, elevators, moving sidewalks, electrical, plumbing, fire protection, mechanical ventilation, roadway improvements, utility work, parking collection systems, CCTV, fencing, security standards compliance and other elements. The MGC will be responsible for pre-construction and construction services. Refer to Scope of Work for additional project information.

**Goals:** This solicitation includes participation goals for certified County Business Enterprises (CBE). Refer to

Broward County Board of  
County Commissioners

**Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.**

**County/State License Requirements:** In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license (refer to Special Instructions for requirements).

**Proposal Bond :** Vendor must submit an original Proposal Bond at time of solicitation due date in order to be responsive to solicitation requirements. Refer to Special Instructions, Proposal Bond, Payment-Performance Guaranties and Qualifications of Surety Requirements, and Submittal Instructions (contained in Standard Instructions).

**Questions and Answers:** 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.

**Submittals:** 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. 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. 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.

Item Response Form

Item	PNC2114814P1--01-01 - Managing General Contractor - Cruise Terminals 2 & 4 Parking Garage Improvements
Quantity	1 contract
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>PC0029</u> PURCHASING DIVISION ROOM 212 PHONE (954) 357-6066 115 S ANDREWS AVENUE, ROOM 212 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Pricing will not be a scoring factor in the evaluation process. Refer to MGC Agreement for fixed fee percentage.

## SCOPE OF WORK

### **Managing General Contractor for Cruise Terminals 2 and 4 Parking Garage Improvements**

Broward County's Seaport Engineering and Construction Division seeks a qualified Managing General Contractor (MGC) for the construction of Cruise Terminals 2 and 4 parking garage improvements at Port Everglades.

#### **I. General**

Port Everglades Department of Broward County, FL, is a deep-water seaport along the eastern seaboard of the South Florida region. Located in Northport within Port Everglades is cruise passenger Terminal 4 and directly to the west an existing, at grade ground transportation area (GTA) and parking for 176 vehicles. The address to Terminal 4 is 1800 SE 20<sup>th</sup> Street, Ft. Lauderdale, FL 33317.

The project consists of a new multi-story parking structure west of Cruise Terminal 4 and elevated horizontal pedestrian connector from the new garage to Cruise Terminal 2. Included, but not limited to the following, are foundations, concrete structure, concrete ramps, elevators, moving sidewalks, electrical, plumbing, fire protection, mechanical ventilation, roadway improvements, utility work, parking collection systems, CCTV, fencing, security standards compliance and other elements. The project is being designed by Cartaya & Associates Architects and their team of architects and engineers.

The area of Northport is occupied by active cruise passenger terminals, break bulk unloading, storage and transportation, unloading of fuel, the convention center and other port related operations, both maritime and on land, all of which take priority and will require the MGC to work closely to avoid impacting port operations. Access to Port Everglades is controlled based on port security standards. Construction operations, personnel, deliveries, storage and staging will need to comply with the requirements of port security. The MGC will need to comply with port identification badges and Transportation Worker Identification Credential (TWIC) requirements.

#### **II. Statement of Work**

The MGC for the Cruise Terminals 2 and 4 Parking Garage Improvements (Project) includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for:

- a. Pre-construction services to gain familiarity with the entirety of the project in sufficient manner to prepare a Guaranteed Maximum Price proposal.
- b. Bidding of all trades associated with direct construction costs.
- c. Construction of a new, multi-story parking garage structure with a yet to be determined number of parking spaces. The new garage will provide between 1680 and 2400 parking spaces. The number of parking spaces will be established during the design of the project.
- d. The new parking garage will be provided with vertical circulation in the form of stairs and elevators, parking collection system, life safety, lighting, fire protection and ventilation.
- e. Construction of an elevated pedestrian connector. This connector is planned to be provided with one or more moving sidewalks, in an enclosed, weather protected and conditioned structure.
- f. Construction of a vertical circulation core to transport passengers and baggage at the east end, serving Terminal 2.
- g. Phased construction is anticipated, to avoid impacting convention center and port operations.
- h. Utilities, paving, drainage, security, art-in-public places, solar, landscaping and other elements are anticipated to be part of the design.

### **III. General Services**

The MGC will be contracted via a single agreement incorporating both Pre-construction and Construction Services. The MGC shall provide all required work and professional services at a fixed fee not to exceed 4.5% of the sum of the Project's direct construction costs and general conditions.

### **IV. Construction Budget**

The estimated total cost of pre-construction and construction services is approximately \$60,000,000.

### **V. Schedule**

The estimated construction time is 16 months from the issue of the Notice to Proceed (NTP) for construction. Phasing of the construction process is anticipated, and the design includes the ability to construct the foundations, at grade work and first elevated deck first, to put the ground transportation area (GTA) into service. From the first elevated deck above, construction can take place without interrupting the GTA because of the need to shore and re-shore.

**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 Code 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

### Managing General Contractor for Cruise Terminals 2 and 4 Parking Garage Improvements

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

#### A. Additional Responsiveness Criteria:

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

##### 1. Bond Requirement

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

##### 2. Domestic Partnership Act Requirement

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

#### B. Additional Responsibility Criteria:

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

##### 1. Office of Economic and Small Business Development Program

[This solicitation has the following County Business Enterprise Goals: **25% CBE Goals**. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed. |

##### 2. Workforce Investment Program

This solicitation requires the Vendor to comply with the Workforce Investment Program. Vendors must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

##### 3. Licensing Requirements

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

The Managing General Contractor (MGC) needed for this project must possess one (1) of the following licenses and State Registration (as applicable), and provide such to County as follows:

**STATE: CERTIFIED GENERAL CONTRACTOR; OR**

**BROWARD COUNTY: GENERAL BUILDING CONTRACTOR CLASS "A"**  
(Must be registered with the State)

Please note that all work not within the scope of the above contractor and/or project should be completed by a licensed subcontractor. All contractors must have current



liability insurance and workers compensation, or proof of exemption from workers compensation.

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

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

**C. Standard Agreement Language Requirements:**

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

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

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

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

**F. Public Art and Design Program:**

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

**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 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: Israel Rozental  
Email: [irozentel@broward.org](mailto:irozentel@broward.org)

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

**(Balance of this page left blank intentionally)**

### **Security Requirements – Port Everglades**

- A. 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.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on 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.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

<b>Evaluation Criteria</b>		<b>Max No. of Points</b>
<b>Managing General Contractor for Cruise Terminals 2 and 4 Parking Garage Improvements</b>		
<b>1.</b>	<b>Ability of Professional Personnel: Max Total – 30 Points</b>	
<b>A.</b>	<p>Describe the qualifications and relevant experience of the Prime Vendor’s personnel, as a Managing General Contractor (MGC) for a project (i.e. Project Executive, Project Director, General Superintendent, Project Manager) and all Prime vendor’s key staff, intended to be assigned to this project.</p> <p>Include resumes, with a minimum of 5 years of experience, for entire in-house team described above. Resumes should include any certifications and licenses. Relevant experience includes multi-level parking structures, vehicle ramps, pedestrian walkways, as well as multi-disciplined projects of similar scope. Provide evidence of experience with construction of sustainable parking structures, LEED and Parksmart certification and experience with the process.</p> <p>Additionally, provide an organization chart showing proposed responsibilities and titles of all the Project team members from the in-house staff, subcontractors, and any specialty contractors.</p>	<b>15</b>
<b>B.</b>	Describe the qualifications and relevant experience of all subcontractors’ and any specialty contractors’ key staff intended to be assigned to this project. Include resumes for all key staff. Relevant experience needs to be on demonstrating experience with similar projects.	<b>15</b>
<b>2.</b>	<b>Project Approach: Max Total – 35 Points</b>	
<b>A.</b>	Describe the team’s proposed Project approach. As a Managing General Contractor. Description should include how the Prime Vendor will use the expertise and knowledge of in-house staff, subcontractors, and any specialty contractors.	<b>6</b>
<b>B.</b>	Define the significant aspects of the Project. Describe in detail how the Prime Vendor, subcontractors and any specialty contractor will handle each significant aspects of the Project.	<b>6</b>
<b>C.</b>	Describe the team’s approach to construction phasing and scheduling, minimizing impact and disruption to Port Everglades and Convention Center operations.	<b>8</b>
<b>D.</b>	Describe in detail the Project team’s proposed plan for constructing a multi-level parking garage and a new ground transportation area and ramps, without affecting the operations of Port Everglades and the Convention Center.	<b>6</b>
<b>E.</b>	Describe in detail the proposed plan for constructing a pedestrian bridge with moving walkways over the existing Terminal #4 building.	<b>4</b>
<b>F.</b>	Describe in detail how the Prime vendor, subcontractors and any specialty contractor will handle coordination of structures, utilities, and protection or replacement of landscape belonging to the Convention Center, without affecting Terminal #2, Terminal #4, Northport parking garage and the Convention Center operations during construction.	<b>5</b>

3.	<b>Past Performance: Max Total – 20 Points</b>	
	<p><b>A. Non-Broward County Board of County Commissioners Contracts</b>  Describe the Prime Vendor’s experience on past projects of similar nature to show evidence of qualifications and previous experience as a Managing General Contractor. Include project scope and duration, project delivery method, along with evidence of satisfactory completion, both on time and within budget, for the past five years.  Provide a minimum of three projects with references for verification by Broward County staff. Provide examples and evidence of work performance while owner occupies and operates the facility during the construction process.</p> <p><b>Additional Instructions:</b> Refer to <b>Vendor Reference Verification Form</b> and submit as instructed. <u>Only provide references for non-Broward County Board of County Commissioners’ contracts.</u></p> <p><b>For Broward County contracts,</b> the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Prime’s past performance.</p>	<b>10</b>
	<p><b>B.</b> Past projects listed shall provide evidence of experience working with the Florida Building Code, City of Ft. Lauderdale Building Department, County agencies and other regulatory relevant agencies. For each project, include the jurisdictional agencies i.e. State, County, Municipality, Federal, Department of Transportation, Army Corps of Engineers, F.A.A., National Marine Fisheries (NMF) and any other regulatory agencies where interaction, review, permitting, inspection or approvals were needed or issued.</p>	<b>6</b>
	<p><b>C.</b> Provide any information on work performed at Port Everglades in the past, either by the Prime Vendor or by any of the proposed subcontractors. If so list the type of work, the client, size of the project and the year the work was performed.</p>	<b>4</b>
4.	<b>Workload of the Firm: Max Total – 10 Points</b>	
	<p>For the Prime Vendor only, list all active projects being managed, including all anticipated projects anticipated to be working on within the next five years. Anticipated projects are defined as a project(s) that Vendor is awarded a contract, but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe the MGC’s approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how the MGC dealt or will deal with the projects’ challenges.</p>	<b>10</b>
5.	<b>Location: Max Total – 5 Points</b>	
	<p>Refer to <b>Vendor’s Business Location Attestation Form</b> and submit as instructed.</p> <p>A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal date, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.</p>	<b>5</b>
	<b>Total Points</b>	<b>100</b>

**VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS**  
**Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendor should complete questionnaire and 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.

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

1. Legal business name:
2. 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:
7. Office location responsible for this project:
8. Telephone no.:  Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County Filed In)
  - Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
  - a)
  - b)
  - c)
  - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:   
Title:   
E-mail:   
Telephone No.:

Name:   
Title:   
E-mail:   
Telephone No.:

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

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

N/A

**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:

<input type="text"/>	<input type="text"/>	<input type="text"/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

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

**Office of Economic and Small Business Requirements: CBE Goal Participation for  
Managing General Contractor**

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract. The assigned Project goal is stated **Special Instructions to Vendors**.
- B. In completing this Project, Vendor agrees to and shall comply with all applicable requirements of Broward County's CBE Program in the award and administration of the Agreement(s).
- C. Vendor acknowledges and agrees that the CBE goal established for this Project applies to the following Price Elements of the Guaranteed Maximum Price listed below and any other subsequent amendments to these elements:
1. Estimated Contractor's Direct Cost
  2. Contractor's General Conditions-Biddable Elements
- D. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three (3) business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. In response to this solicitation, Vendor should submit a **Contractor Assurance Statement** on company letterhead, signed by the owner or authorized Vendor representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the Project and, agree to engage in good faith effort solicitation of Broward County certified County Business Enterprise firms to achieve the Project goals as stated **Special Instructions to Vendors**.
- E. If awarded this Project, Vendor is required to submit during the Preconstruction Services Agreement, Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI), for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. Vendor should utilize, CBE firms to perform at least the assigned participation goal for this contract.
- F. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- G. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

**CONTRACTOR ASSURANCE STATEMENT**

(Vendor Letterhead)

**CONTRACTOR ASSURANCE STATEMENT**

PROJECT DESCRIPTION: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Agent of Vendor

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone Number

Date: \_\_\_\_\_

**LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM**

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

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

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
  
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Authorized Signature/Name:**  **Date:**

**Title:**

**Vendor Name:**

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

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

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

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

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

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

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

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

**PROPOSAL BOND**

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

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

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

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

The CONDITION OF THIS BOND is that if:

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

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

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



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Secretary  
  
(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

By \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

\_\_\_\_\_

SURETY COMPANY:

By \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Proposal Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_(Seal) as  
Secretary of

\_\_\_\_\_  
(Name of Corporation)

(SEAL)

STATE OF FLORIDA      )  
  ) SS.  
COUNTY OF BROWARD    )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Proposal Bond on behalf of VENDOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large

Bonded by \_\_\_\_\_

### 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**

**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:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

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)

<b>Term or Condition Article / Section</b>	<b>Insert version of exception or specific proposed alternative language</b>	<b>Provide brief justification for change</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

**LITIGATION HISTORY FORM**

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

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

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/>
	Or No <input type="checkbox"/>
Party	<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:

### 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



**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.

<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>

**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					
<b>Grand Total</b>					

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"/>
<b>Grand Total</b>					<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

### **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:

### SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed 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.

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, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 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
- b. 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
- c. 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.

**Authorized  
Signature/Name**

**Title**

**Vendor Name**

**Date**

### Workforce Investment Program Requirements:

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

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

[broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx](http://broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx). Vendor is responsible for reading and understanding requirements of the Program.

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

### WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

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

In accordance with the Workforce Investment Program:

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE



**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
<b>COMMERCIAL GENERAL LIABILITY</b> Broad form or equivalent  <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations - Ten years <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		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b> <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <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	
<input checked="" type="checkbox"/> <b>EXCESS/UMBRELLA LIABILITY</b> May be used to supplement minimum liability coverage requirements.	Follow form basis or Additional Insured endorsement is required	\$ 25 mil	
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	(each accident)  Extended coverage period	\$  	
<input checked="" type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$25 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input checked="" type="checkbox"/> <b>POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS</b>	Claims-made form w/ Extended Reporting Period of 3 yrs. Deductible not to exceed: \$ 100 k	\$ 1 mil	\$ 5 mil
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES <b>Broward County is listed as Additional Insured on the General Liability policy. Broward County reserves rights to place coverage for the Builder's Risk and Contractor Pollution Liability policies. Reference: Managing General Contractor for Terminal 4 Parking Garage Improvements</b>			

CERTIFICATE HOLDER:  
 Broward County  
 1850 Eller Drive  
 Fort Lauderdale, FL 33316  
  
 Attn: Israel Rozental

  
 CARLOS DE LA GUERRA  
 RISK MANAGEMENT & CONTRACTS  
 BUSINESS ADMINISTRATION DIVISION  
 PORT EVERGLADES  
 Digitally signed by CARLOS DE LA GUERRA  
 DN: cn=carlos.de.la.guerra, ou=Operations, ou=TRC, ou=Down, ou=CARLOS DE LA GUERRA  
 Date: 2017.08.25 14:06:17 -0400  
 Adobe Acrobat version: 11.0.21

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Risk Management Division

Revised 2013

## Question and Answers for Bid #PNC2114814P1 - Managing General Contractor - Cruise Terminals 2 & 4 Parking Garage Improvements

### Overall Bid Questions

There are no questions associated with this bid.