

## **Solicitation PNC2116439P1**

### **Job Order Contract (JOC) Program Consultant**

### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid PNC2116439P1 Job Order Contract (JOC) Program Consultant

Bid Number PNC2116439P1  
Bid Title Job Order Contract (JOC) Program Consultant

Bid Start Date In Held  
Bid End Date Apr 11, 2018 5:00:00 PM EDT  
Question & Answer End Date Apr 6, 2018 5:00:00 PM EDT

Bid Contact Carolyn Messersmith  
954-357-5857  
cmessersmith@broward.org

Contract Duration 3 years  
Contract Renewal 2 annual renewals  
Prices Good for Not Applicable  
Pre-Bid Conference Mar 28, 2018 3:00:00 PM EDT

Attendance is optional  
Location: A pre-submittal conference will be held at Broward County Governmental Center, Room 302, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301.  
Attendance at this pre-submittal conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the solicitation requirements. The vendor is cautioned that, although the pre-submittal conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have attended the conference. The list of attendees will be available by clicking on "Transcript" under the pre-submittal conference information.  
If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.

### Bid Comments

**Scope of Work:**  
**Broward County, through the Facilities Management Division is soliciting proposals from a consultant to assist in the development, implementation, and support of a Countywide Job Order Contract (JOC) Program.**

**This solicitation is open to the general marketplace.**

#### 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. The County is not obligated to respond to any project specific questions received after the listed deadline. Vendors must submit questions through the Question and Answer Section (available in BidSync).

**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 **PNC2116439P1--01-01 - Job Order Contract Consultant Services**

Quantity **1 packet**

Prices are not requested for this item.

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

FM0020  
FACILITIES MANAGEMENT  
PHONE: (954)357 6470  
115 S ANDREWS AVENUE GOVT CTR ROOM  
501  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Job Order Contract Consultant Services

## **Standard Instructions to 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.

If tax returns are submitted, ensure it does not include any personal information (as defined

under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- 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 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 Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
  - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Price}} \times \text{(Maximum Number of Points for Price)} = \text{Price Score}$$
  - d. 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**

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

## **H. Public Art and Design Program**

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

## **I. Committee Appointment**

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

## **J. Committee Questions, Request for Clarifications, Additional Information**

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative 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 Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) 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 solicitation requirements. 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 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 submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
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. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as 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. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

#### **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. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **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.
3. 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.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. 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.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. 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 Job Order Contract (JOC) Program Consultant

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.

The County is seeking a three-year agreement with two one-year renewals.

#### 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. Price Proposal

A Price Proposal is required and **MUST** be completed by the Vendor as specified in the Project Specific Evaluation Criteria, Section 5 - Explain pricing methodology.

Vendor's Price Proposal **MUST** be submitted electronically through BidSync. The County will not consider solicitation responses received by other means.

Pricing is a matter of RESPONSIVENESS. Failure of the Vendor to submit a Price Proposal **SHALL** determine the Vendor to be NONRESPONSIVE to the solicitation.

**IT IS THE RESPONSIBILITY OF THE VENDOR TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING PRICING PRIOR TO THE SOLICITATION'S DUE DATE.**

**THE COUNTY WILL NOT SEEK CLARIFICATION ON PRICING.**

##### 2. Domestic Partnership Act Requirement

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

#### B. Additional Responsibility Criteria:

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

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

|Not applicable to this solicitation. |

##### 2. Vendor Security Questionnaire:

In order to be considered a responsible Vendor for this solicitation, the Vendor should complete and submit the Vendor Security Questionnaire at the time of submittal.

**C. Standard Agreement Language Requirements:**

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

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

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

**D. Demonstrations:**

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

**E. Presentations:**

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

**F. Procurement Authority:**

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

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

[County Funds ]

**H. Projected Schedule:**

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

Demonstration 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>.

**I. Project Manager Information:**

Project Manager: Claudja Henry, Senior Contract/Grant Administrator

Phone: 954-357-5758

Email: [chenry@broward.org](mailto:chenry@broward.org)

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

## Scope of Services – JOC Program Consultant

Broward County is seeking proposals from qualified consultants to assist in the development, implementation, and support of a Countywide Job Order Contracting (JOC) Program (JOC Program). Broward County agencies potentially utilizing this program will include Public Works, Aviation and Port Everglades Departments, or any other County Department or Division, as approved by the lead agency.

The primary goal of the program will be to enable the Broward County agencies to rapidly engage contractors of various sizes to perform building/facilities construction and renovation and/or site-related work. Over the last three years, Broward County has procured construction services via a JOC Program in the amount of \$1,000 to \$1,500,000 million per year of which:

\$2,451,213.45 contracted to Broward County certified Small Business Enterprises  
\$8,336,741.39 contracted to Broward County certified County Business Enterprises  
\$8,088,420.72 contracted to non-certified firms

Individual construction projects issued through the Broward County JOC Program are typically in the range of, but are not limited to, \$5,000 to \$1 million each.

The JOC Program development, implementation, and support will be comprised of the following phases: Phase I - Program Development, Phase II - Document Development, Phase III - Procurement Support, Phase IV - Software implementation, Phase V - Implementation and Training, Phase VI - Follow-on Support.

### 1. **PHASE I - PROGRAM DEVELOPMENT**

The Consultant shall work with Broward County Facilities Management Division (lead agency for JOC Program implementation and contract administration), Purchasing Division, legal and other appropriate agencies to develop the JOC Program. Program Development shall include reviewing and assessing County needs to determine the size of the program and, in conjunction with County staff, develop procedures that will be used to implement and administer the JOC program.

The Consultant shall provide experienced personnel fully responsible for the complete JOC Program Development and shall report directly to the designated County representative. The Consultant shall be available to assist with any JOC related issues.

### 2. **PHASE II - DOCUMENT PREPARATION**

The Consultant shall work with the County to develop competitive bidding documents, including a unit price book/catalog, technical specifications, and contractual requirements (JOC Program Documents). The JOC Program Documents should be developed specifically for the County.

The Consultant shall prepare a draft set of JOC Program Documents for review by the County. After incorporation of all comments, the Consultant shall prepare a final version for inclusion into bid advertisement (electronic and hard copy) for contractors.

Each task shall be specifically priced for the County and supported by detailed, performance based technical specifications.

#### a. Unit Price Book/Catalog

The unit price book/catalog shall contain individual construction/demolition related tasks along with an associated unit price. The unit price book shall be customized to fit the needs of the County. Each unit price shall include the industry-standard equipment, material and labor prices



within Broward County's geographical region. The use of factors to localize unit prices is not acceptable. The pricing of the unit price book shall be specific for the County and shall incorporate current Broward County area prevailing wage rates, as well as actual local equipment and material prices. These local prices shall be obtained in the local Broward County area by the Consultant's staff. The unit price book shall be delivered electronic and hard copy form. Electronic versions shall be compatible with the Windows operating system. The unit price book shall be supported by Consultant's software program.

The Consultant shall conduct a series of review conferences with County staff to ensure the appropriate construction and construction related tasks are included in each of the unit price books. If any items are not already included in the Consultant's task database, the Consultant shall develop items for the County. These new tasks shall be for the exact construction product or material that the County requires for its projects.

The JOC unit price book shall not contain loose, general or incomplete task descriptions, inaccurate pricing, and missing tasks.

Each task in the unit price book shall have an accurate, customized description, an easily recognized unit of measure, a price to install the item, and if appropriate, a price to demolish the item. A task may also have several modifiers which adjust the price for variations in materials (e.g. 12 gauge instead of 14 gauge) or for quantity discounts (from 1,000 to 5,000 square feet). When dealing with tasks such as painting, drywall, ceiling tiles and concrete sidewalks, increased quantities significantly reduce a contractor's cost; this cost should be passed on to the County. The unit price book shall also consider quantity discounts, which shall be passed onto the County.

The Consultant shall work with the County when they are creating the unit price book and if areas for improvement are noticed, incorporate the improvement(s) into the unit price book. The unit price book shall be improved and updated, but no less than every three years.

b. Technical Specifications

The technical specification shall be prepared in conjunction with the unit price book and, where available, County standards will be incorporated. The Consultant shall organize a series of meetings with the appropriate staff to evaluate existing County technical standards and specifications. These technical standards and specifications shall then be incorporated into a comprehensive set of performance based technical specifications to be used for each of the Job Order construction contracts.

The Consultant's comprehensive and integrated development process shall allow for the incorporation of the County's technical specifications to be taken into consideration while the pricing for the unit price book is being developed.

Customization of the technical specifications shall allow the County the flexibility of standardizing equipment and materials. Preferred vendors and suppliers can be incorporated into the specifications with the County having the final approval of "or equal" substitutions.

c. Contractual Requirements

The contractual requirements shall be prepared in conjunction with County staff and shall incorporate JOC contract language/process, and any applicable forms.

### **3. PROCUREMENT SUPPORT**

The Consultant shall be capable of providing the County with technical and outreach support during the procurement phase.

The County will organize and arrange pre-bid and outreach meetings (if applicable) to various businesses, contracting organizations and the local community to encourage local participation in the JOC Program. The Consultant shall attend the pre-bid /outreach meetings and make presentations, including:

1. Explanation of the JOC Program concept
2. How to Bid
3. Calculation of the Adjustment Factor/Multiplier
4. County's expectations from the JOC Program contractors
5. Critical bid information
6. Dissemination of the contract documents
7. Lessons learned
8. Best practices with the intending bidders.
9. Risks and benefits of JOC Program construction contracts
10. Evaluation of the Unit Price Book/Catalog
11. How to Staff a JOC
12. Question and answer session.

The Procurement Support phase incorporates all the activities necessary to establish the structure of the County JOC Program, to inform internal County staff as well as the contracting community about JOC, and to procure the actual JOC contractors.

The Consultant shall also provide comprehensive procurement support during the Procurement Support phase of the project.

### **4. JOC PROGRAM SOFTWARE AND IMPLEMENTATION**

The Consultant shall provide Software as a Service (SaaS) specifically designed to manage the JOC Program. Software must provide for interaction between County project managers and contractors regarding request for proposals, proposal reviews, and generation of all project documents, including those requiring signatures. The software shall be capable of search, retrieval, and reporting functions. The Consultant shall test / debug the software under actual field conditions prior to implementation. There shall be no limits on the access to the software (by County or awarded contractors).

The software shall incorporate a comprehensive JOC information management system. This system shall be compatible with the Windows operating system for personal computers. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent County estimates, generating all project documentation, providing project scheduling, budgeting and cost control, and generating reports based on project manager, contractor or agency. Consultant shall prepare monthly JOC program reports and meet with the County to determine program deficiencies and ways to improve performance.

#### **a. Broward County access**

The software shall be a comprehensive JOC software package comprised of two versions. The owner's (County's) component shall include a complete management module as well as a verification module for validating contractor's proposals. This shall allow the owner to control user access to the sections, fields and even forms and reports. It shall logically step through

each phase of the process creating a fully auditable system. The software shall have security at every level by both user and group. The software shall have an automated validation process which shall eliminate the requirement to double check each unit price.

b. Contractors Access

The contractor's version shall have the complete capability of building JOC proposals. The software shall be capable of generating all of the Job Order Contract documents including the contractor's Proposal, an independent cost estimate and all management reports and forms. The software shall have the ability to track subcontractors (certified and non-certified) for each individual Job Order construction projects.

c. Internet Based

The software application shall operate over the Internet, using the Consultant's servers (or third party). This solution shall eliminate the need for the County to purchase any special hardware or software and shall allow the end user to operate from a Windows computer or Macintosh anywhere an Internet connection is present, using multiple web browsers. The County shall have no restrictions on the number of software users.

d. Software Application Setup

The Consultant shall customize software to meet the specific needs of the County with regards to COUNTY information such as locations and users as well as specific forms and reports.

e. Software Application Testing

The Consultant shall be responsible for ensuring that the software operates for both the County and the County's JOC contractors. Testing and debugging the County version of software shall occur under actual field conditions prior to the implementation of JOC.

f. Software Application Support

The Consultant shall provide continuous support to the County during the term of the contract including upgrades, debugging, telephonic assistance and other related support.

## **5. JOC PROGRAM IMPLEMENTATION AND TRAINING**

The Program implementation and training phase shall incorporate all activities necessary to implement the JOC Program for Broward County in multiple agencies.

The Consultant shall develop and implement the JOC Program for the County within 90 days of the receipt of a notice-to-proceed. To assist the Consultant in meeting this schedule, the County shall promptly review and provide comments on all draft documents. Consultant shall provide on-site execution assistance for implementing the JOC program. The Consultant shall provide on-site service as needed to ensure that the implementation of the JOC program is completed successfully.

The Consultant shall assist in the actual execution of the contracts by helping County staff develop the initial Job Orders. The Consultant shall attend and monitor joint scope meetings and proposal review meetings, as requested by the County.

The Consultant shall develop a comprehensive JOC Training Program which shall be organized as a series of independent training modules, preferably on County site(s) or at awarded contractor's location. The Consultant shall train selected groups in only those modules which are of value to them. The hands-on training program shall be based on approved County policies and procedures. Training shall include a comprehensive training/reference manual with sample Job Orders, flowcharts, and forms. The Consultant shall conduct as many training courses as required to ensure that County staff

is fully prepared to execute the JOC Program. The training courses shall include practical exercises that shall be based on actual County projects.

The Consultant shall conduct as many JOC training courses for County and contractor staff as required to ensure that the staff is fully prepared to properly execute the JOC program.

The Consultant shall provide complete training of the JOC contractors, including both software training and detailed procedural training. Items to be covered in procedural training shall include preparation of proposals, County procedures, County expectations, payment requests and necessary forms. In addition, the Consultant shall assist the contractors with any problems that may occur during contractor's contract term.

The Consultant's JOC Training Program should be comprised of the following five modules:

1. JOC Overview
2. JOC Contractual Requirements
3. JOC Refresher
4. Software Application
5. JOC Execution Procedures

Each module shall be given as often as requested by the County. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the staff being trained.

a. JOC Overview

The JOC Overview module shall be designed to familiarize County staff with the overall JOC concept. Topics shall include an overall JOC orientation as well as a discussion on how JOC shall be implemented. In addition, JOC shall be presented from a contractor's perspective in order for County staff to better understand the contractor's risk and potential reward. Included in this module shall be how a contractor develops a JOC bid. The components of the JOC Overview Module shall be:

1. JOC Concept
2. JOC Program
3. Contractor's Perspective
4. Questions & Answers

Copies of all the materials used in the presentation shall be contained in the training manual.

b. JOC Contractual Requirements

The JOC Contractual Requirements module shall be a detailed discussion of the contractual terms of the contracts. This module is designed for project managers and procurement staff. The terms and conditions are the "rules" under which the JOC program shall be implemented. It is critical that key operational and procurement staff fully understand the contract documents.

The components of the module should include:

1. General Conditions
2. JOC Specific Conditions
3. Lessons Learned
4. Questions & Answers

Copies of all materials and the contract terms and conditions shall be contained in the training manual.

c. JOC Refresher

The JOC Refresher Course shall be a workshop discussion of all aspects of the JOC process that shall be offered to those who have had an opportunity to get some actual experience with the process. This module shall be designed for project managers and procurement staff. The focus of this session shall be on the lessons learned and the sharing of those lessons with other members of staff. This session shall also help identify if there are any problems with the execution process. It is recommended that every project manager attend at least two JOC refresher courses, one after about a month's experience and the second one after three month's experience.

The components of the JOC Refresher Module shall be:

1. Procedures Review
2. Lessons Learned
3. Open Discussion

Copies of the JOC Reference Guides shall be provided to each project manager.

d. Software Application

The software application shall provide a thorough overview of the JOC management information solution. This software application shall be designed for project managers, with a limited module utilized for contractors. Training shall be provided to staff through each step of the JOC process, from project initiation, to reviewing and validating a contractor's proposal, to project closeout. The primary interface of software application shall be Windows Explorer based.

The components of the software application should include:

1. Administering software application
2. Software Application Starting Out
3. General JOC Management
4. Proposal Development
5. Reports
6. Utilities

This training module shall be presented in a mixed lecture and practical exercise format using computer generated overhead projection materials, handouts and hands-on computer exercises. Copies of the Software application documentation shall be contained in the training manual.

e. JOC Procedures

The JOC Procedures module shall be a comprehensive review of approved County Procedures for JOC Program, as well as hands-on development of actual Job Orders. This module shall be designed for construction project managers. The class should be given the opportunity to complete a series of practical exercises designed to develop a complete Job Order based on an actual County project. In addition to the classroom work, experienced staff of the Consultant shall accompany each project manager during the development of actual Job Orders with the contractor. The Consultant staff shall be with the County project manager to answer questions and to give advice as needed.

The components of the JOC Procedures module should include:

1. Execution Procedures
2. Contract Forms
3. In-Class Practical Exercises
4. On-Site Support

The JOC Procedures module shall be presented in a mixed lecture and practical exercise format using computer generated overhead projection materials and handouts and shall be scheduled to be given in three-hour blocks. Copies of County Execution Procedures and sample forms shall be contained in the training manual. The Consultant shall also prepare a reference guide highlighting the procedures and forms that need to be completed for each step in the process.

## **6. FOLLOW-ON SUPPORT**

The Consultant shall provide extensive follow-on support, including assisting the County with execution, troubleshooting, technical issues, implementation, updating Program Documents, and continuous contract administration of the JOC Program.

The Consultant shall continue to maintain a periodic on-site and full time off-site presence for the County. During the on-site visits, the Consultant shall review on-going project development and execution and recommend improvements, if necessary. The Consultant shall remain on-call at all times for any unforeseen problem that may require immediate attention.

The Consultant shall provide the following Follow-On Support services:

a. JOC Contract Preparation.

The Consultant shall provide the County with JOC contract documents for new JOC contract and JOC' re-bids as follows:

1. Update unit price book and technical specifications. The Consultant shall work closely with the County's project managers on existing contracts, to identify non-prepriced tasks, price those tasks, and add to the unit price book to minimize the number of non-prepriced items. The Consultant shall update, as often as required by the County, the technical specifications or contractual requirements.
2. Monitor recent changes and recommend improvements to the Contract and General Conditions to clearly specify the requirements of the County
3. Further develop and implement pre-award criteria
4. Identify new processes to further define contract requirements and contractor capabilities to ensure that the County retains qualified JOC contracts
5. Customize the JOC process and Contract and General Conditions documents to meet the needs of the County

b. Procurement Support

The Consultant shall provide procurement and outreach support during the solicitation of new JOC contractors, including preparing necessary bidding documents. Consultant shall also participate and provide presentations for all pre-bid conferences and external outreach to the local contracting community. Consultant shall evaluate the contractor's proposed management plan, staffing plan and assisting new contractors during mobilization.

c. Contract Implementation and Technical Support

The Consultant shall provide the following contract implementation and technical support services during the term of the contract:

1. Organize and participate in pre-construction conferences and provide assistance to the County and the contractors in project start-up. Train and assist County staff in management of the JOC program.
2. Conduct complete training sessions for new employees and contractors in the execution of JOC and the use of the software on an as needed basis.
3. Conduct periodic refresher training sessions for County staff and JOC contractors in the execution of JOC and the use of the software.
4. Continue to develop and customize procedures, training materials, forms and reports to facilitate the management and execution of JOC Program.
5. Work closely with the County and the awarded contractors to ensure that both parties are executing JOC in accordance with the established procedures, including advertising to subcontractors (Broward County small business program firms), and other contract requirements. Assist the County in dealing with the contractors to ensure that they are meeting the terms of the contract. Advise the County to discontinue the issuance of Job Orders to non-responsive JOC contractors.
6. Trouble shoot specific high-profile projects by arranging and participating in field meetings; reviewing proposals with the County's project managers; assisting project managers in cost estimating; and, meeting with the project managers and contractors to expedite development and construction of the Job Orders.
7. Assist the County in conducting periodic reviews of the JOC program, performance and effectiveness. Develop documentation, reports and statistics regarding essential elements of the program. Document this information for senior management review and evaluation.
8. Conduct independent audits and reports of the JOC program to verify compliance with County JOC procedures and policies, and use the results of those audits and reviews to formulate reports to Contract administrator or designee

**Job Order Contract (JOC) Program Consultant  
Project Specific Evaluation Criteria**

**1. Ability of Professional Personnel:**

Describe the qualifications and relevant experience of all key personnel that are most likely to be assigned to this proposed project, including their knowledge and experience with Florida Building Code.

Include resumes for the Project Manager and all key staff described, including any subconsultants' key staff.

Provide an organizational chart, with firm's managerial and staff structure. Additionally, include firm's total number of Job Order Contract personnel.

**Total Points: 15**

**2. Firm's/Project Approach:**

A. Describe firm's overall JOC Contracting solution, including length of time firm has been in operation. 5 Points

B. Describe Firm's approach to providing Job Order Contracting solutions described in the Scope of Services, including: Program Development, Document Preparation, Procurement Support, Software and Implementation, Program Implementation and Training, and Follow-On Support. 20 points

C. Describe Firm's approach to disentanglement (at end of contract). 5 points

**Total Points: 30**

**3. Program Solution:**

A. Describe software as a service (SaaS) proposed for Job Order Contracting solution. Include any network requirements and security firewalls applicable for software access. Include any compatibility requirements. 5 points

B. Describe implementation details for software application testing and software application support. Describe system's reporting and tracking capabilities. 5 points

C. Describe Broward County's access and Contractors' access. 5 points

D. Provide completed Vendor Security Questionnaire. 5 points

**Total Points: 20**



**4. Past Performance:**

Describe firms experience on contracts of similar nature, scope, and duration along with evidence of satisfactory completion [implementation, procedures, and JOC construction contracts], both on time and within budget, for the past five (5) years.

A minimum of three references to be provided for the projects identified. Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, 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 Vendor's past performance.

**Total Points: 15**

**5. Price Proposal:**

Explain pricing methodology.

Detail how program consultant fees is charged (i.e. percent of construction projects, flat fee, etc.) based on an estimated construction projects of \$---M over ---years, with approximately 10-15 contractors. Program must include unlimited software access by County and its contractors.

Include all estimated costs associated with performance of a contract with Broward County, including any reimbursables, for proposed JOC program solution.

**Total Points: 10**

**6. Workload of the Firm:**

For the Prime Proposer only, list all completed and active contracts that your firm has managed within the past five (5) years. In addition, list all projected contracts that your firm will be working on in the near future. Projected contracts will be defined as a contract(s) that your firm has been awarded but the Notice To Proceed has not been issued.

Identify any contracts that your firm worked on concurrently. Describe your approach in managing these contracts. Were there or will there be any challenges for any of the listed contracts? If so describe how your firm dealt or will deal with the challenges.

**Total Points: 5**

**7. Location:**

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

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

**Total Points: 5**

<input checked="" type="checkbox"/>	<b>Enterprise Technology Services Vendor Security Questionnaire (VSQ)</b>
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**(For RFPs, RFQs and Sole Source/Only Reasonable Source/Sole Brand Requests as applicable)**

The Vendor Security Questionnaire's (VSQ) purpose is to assess the Vendor's security policies and/or system protocol and to identify any security vulnerabilities. Each responding vendor will be required to complete and submit the VSQ (for applicable solution – services, hardware, and/or software). If not included with the proposal submittal at the time of the solicitation opening deadline, the proposing vendor will be required to complete and submit the VSQ within three business days of County's request.

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The County will review Vendor's VSQ response and any security concerns will be addressed during Evaluation Committee Meetings or negotiations. At the sole discretion of the County, unresolved security concerns shall also be evaluated in making a determination of responsibility or may lead to impasse during negotiations.

The questionnaire is divided into the following areas: **Section 1: Software-as-a-Service/Hosted/Cloud Services**; **Section 2: Managed/Professional Services**; **Section 3: Hardware**; and **Section 4: Software**. Each section(s) should be completed as applicable to the vendor's proposed product and/or service. If applicable, failure to complete the questionnaire may deem a vendor non-responsible. The questionnaire should be submitted with your proposal. Vendor should immediately inform the assigned Purchasing Agent of any changes in vendor's responses after submittal.

**SECTION 1: SOFTWARE-AS-A-SERVICE / HOSTED / CLOUD SERVICES**

**COMPLETE THIS SECTION OF THE QUESTIONNAIRE.**

<b>Vendor Name:</b>	<input style="width: 80%;" type="text"/>
<b>Technical Contact Name / Email Address:</b>	<input style="width: 80%;" type="text"/>
<b>Product Name / Description:</b>	<input style="width: 80%;" type="text"/>
<b>Solicitation Number and Title (If applicable):</b>	<input style="width: 80%;" type="text"/>

For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.

No.	Area	Description	Vendor Response		
			Yes	No	Comments
	<b>Applicability (Required Response):</b>	<b>REQUIRED RESPONSE:</b> Does your response involve providing <b>SOFTWARE-AS-A-SERVICE, HOSTED, OR CLOUD SERVICES</b> ? If YES, indicate response and complete Section 1. If No, indicate NO and skip Section 1.	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Supporting Documentation</b>	Please provide the following:			
1		a) Workflow diagram of stored or transmitted information	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 100%; height: 40px;" type="text"/>
2		b) Security / Network Architecture diagram	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 100%; height: 40px;" type="text"/>
3	<b>Audit Reporting Requirements</b>	Does your organization have a current Service Organization Controls (SOC) II, Type II report, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy?)	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 100%; height: 40px;" type="text"/>
4		Does your organization have a current Payment Card Industry (PCI) Attestation of Compliance (AOC)? Applicable only if accepting payment cards.	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 100%; height: 40px;" type="text"/>

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5	<b>Electronic Protected Health Information (ePHI)</b>	Has the Vendor had a Risk Assessment performed in the past 5 years by an	<input type="checkbox"/>	<input type="checkbox"/>	
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	Applicable only if Vendor has access to or will be hosting or storing County ePHI.	external auditor in conjunction with the HIPAA Security rule?			
6		Does the Vendor maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule?	<input type="checkbox"/>	<input type="checkbox"/>	
7		Does your organization have a designated HIPAA Security and Privacy Officer(s)?	<input type="checkbox"/>	<input type="checkbox"/>	
8		Do you provide HIPAA Security training to your employees at time of hire and at least annually thereafter?	<input type="checkbox"/>	<input type="checkbox"/>	
9	<b>Roles &amp; Responsibilities</b>	Has your organization appointed a central point of contact for security coordination?	<input type="checkbox"/>	<input type="checkbox"/>	
10		What is the expected timeframe to respond to initial contact for security related issues?	<input type="checkbox"/>	<input type="checkbox"/>	
11		Does your company define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
12		Does your company have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
13	<b>Federated Identity Management and Web Services Integration</b>	Does your product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory, etc.). Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
14	<b>External Parties</b>	Does your product use web services and/or data import/export functions? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
15		Will third parties, such as IT service providers, have access to the County's stored or transmitted information?	<input type="checkbox"/>	<input type="checkbox"/>	
16		Are there contingencies where key third-party dependencies are concerned?	<input type="checkbox"/>	<input type="checkbox"/>	
17		Is the company outsourcing any aspect of the service to a third party?	<input type="checkbox"/>	<input type="checkbox"/>	

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18		Do you share customer data with, or enable direct access by, any third-party?	<input type="checkbox"/>	<input type="checkbox"/>	
19		Which processors (vendors) access your customer's information?	<input type="checkbox"/>	<input type="checkbox"/>	
20		Do these processors (vendors) contractually comply with your security standards for data processing?	<input type="checkbox"/>	<input type="checkbox"/>	
21		How do you regularly audit your critical vendors?	<input type="checkbox"/>	<input type="checkbox"/>	
22	<b>Information Security Policy &amp; Procedures</b>	Do you have written, standard operation procedures for your security and compliance policies and procedures? If so, please provide copies of your IT Security Policies and Procedures for review (e.g., access, password, incident response, etc.) with this questionnaire.	<input type="checkbox"/>	<input type="checkbox"/>	
23	<b>Risk Assessment</b>	Do you have a process that addresses: (a) the identification and measurement of potential risks with mitigating controls (measures taken to reduce risk), and (b) the acceptance or transfer (e.g. insurance policies, warranties, etc.) of the remaining (residual) risk after mitigation steps have been applied?	<input type="checkbox"/>	<input type="checkbox"/>	
24	<b>Compliance with Legal Requirements - Identification of applicable legislation</b>	Do you have a process to identify new laws and regulations with IT security implications? (e.g., FIPA, new state breach notification requirements, monitoring newsletters, webinars, security or regulatory forums, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
25		Has vendor experienced a legally reportable data breach within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	
26		Do you have procedures for preservation of electronic records and audit logs in case of litigation hold?	<input type="checkbox"/>	<input type="checkbox"/>	
27		In the event of a security incident, do you provide the consumer the ability to perform digital forensics?	<input type="checkbox"/>	<input type="checkbox"/>	
28	<b>During Employment – Training, Education &amp; Awareness</b>	Have your employees received formal information security training (e.g., new employee orientation, annual training, posters in public areas, email reminders, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
29		Have your security policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	

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		been communicated to your employees?	<input type="checkbox"/>	<input type="checkbox"/>	
30		Are periodic security reminders provided to your employees?	<input type="checkbox"/>	<input type="checkbox"/>	
31	<b>Background Checks</b>	Does your organization perform background checks to examine and assess an employee's or contractor's work and criminal history? Identify the type of background check information and the agency performing background check (e.g., credential verification, criminal history, credit history, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	
32		Are individuals who will would have access to the County's data subjected to periodic follow-up background checks?	<input type="checkbox"/>	<input type="checkbox"/>	
33	<b>Prior to Employment - Terms and Conditions of Employment</b>	Are your employees required to sign a non-disclosure agreement (e.g., non-disclosure and/or confidentiality form upon initial employment)?	<input type="checkbox"/>	<input type="checkbox"/>	
34		If so, are employees required to sign the non-disclosure agreement annually?	<input type="checkbox"/>	<input type="checkbox"/>	
35	<b>Termination or Change in Employment</b>	Does your firm require that all equipment of any terminated employee is returned and that his/her user ID is disabled in all systems and badges and/or keys are returned? Upon transfer, is employee's existing access reviewed for relevance?	<input type="checkbox"/>	<input type="checkbox"/>	
36	<b>Secure Areas</b>	Do you have effective physical access controls (e.g., door locks, badge /electronic key ID and access controls) in place that prevent unauthorized access to facilities and a facility security plan?	<input type="checkbox"/>	<input type="checkbox"/>	
37		Do you have a contingency plan in place to handle emergency access to facilities?	<input type="checkbox"/>	<input type="checkbox"/>	
38		How are physical access controls authorized? Who is responsible for managing and ensuring that only appropriate persons have keys or codes to the facility and to locations within the facility with secure data?	<input type="checkbox"/>	<input type="checkbox"/>	
39		Are there written policies and procedures to document repairs and modifications to physical components of the facility that are related to security?	<input type="checkbox"/>	<input type="checkbox"/>	
40		Are employees permitted access to customer environments from your physical locations only?	<input type="checkbox"/>	<input type="checkbox"/>	

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41	<b>Application and Information Access Control - Sensitive System Isolation</b>	Are systems and networks that host, process, and/or transfer sensitive information "protected" (i.e., isolated or separated) from other systems and/or networks? Provide supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
42		Are internal and external networks separated by firewalls with access policies and rules? Provide supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
43		Is there a standard approach for protecting network devices to prevent unauthorized access/network related attacks and data-theft (e.g. firewall between public and private networks, internal VLAN, firewall separation, separate WLAN network, secure portal, multi-tenancy, virtualization, shared storage, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
44		Are employees allowed to connect to customer environments remotely (e.g., working from home, public wifi access)?	<input type="checkbox"/>	<input type="checkbox"/>	
45		Is there a remote access policy? If so, please provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
46		Do you have protections in place for ensuring secure remote access (i.e., up-to-date antivirus, posture assessment, VPN enforcement, split tunneling, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
47		Will Vendor restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?	<input type="checkbox"/>	<input type="checkbox"/>	
48		Will County's data be co-mingled with any other Cloud customer?	<input type="checkbox"/>	<input type="checkbox"/>	
49		Will County's data be stored, accessed by, or transmitted through an off shore environment (Outside continental U.S, Alaska, Hawaii)?	<input type="checkbox"/>	<input type="checkbox"/>	
50		<b>Encryption</b>	Is or will County sensitive information be transferred to external third parties? If so, what controls are in place to protect sensitive information when transferred (e.g., encryption)?	<input type="checkbox"/>	<input type="checkbox"/>
51	Do you use a secure VPN connection with third parties and/or IT vendors for email encryption?		<input type="checkbox"/>	<input type="checkbox"/>	
52	Does Vendor provide a means to encrypt data at rest (AES, etc.)?		<input type="checkbox"/>	<input type="checkbox"/>	

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53	<b>Vulnerability Assessment and Remediation</b>	Do you perform periodic vulnerability scans on your IT systems, networks, and supporting security systems? How often?	<input type="checkbox"/>	<input type="checkbox"/>	
54		If no, do you provide proof of vulnerability scanning and penetration testing upon request?	<input type="checkbox"/>	<input type="checkbox"/>	
55		Are internal or third party vulnerability assessments automated?	<input type="checkbox"/>	<input type="checkbox"/>	
56		Do you have a security patch management cycle in place to address identified vulnerabilities?	<input type="checkbox"/>	<input type="checkbox"/>	
57		Do you provide disclosure of vulnerabilities found in your environment and remediation timelines?	<input type="checkbox"/>	<input type="checkbox"/>	
58		Do you notify customer of applicable patches?	<input type="checkbox"/>	<input type="checkbox"/>	
59	<b>Security Monitoring</b>	Are third party connections to your network monitored and reviewed to confirm only authorized access and appropriate usage (i.e. with VPN logs, server event logs, system, application and data access logging, automated alerts, regular/periodic review of logs or reports, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
60		Do you monitor your systems and networks for security events? If so, please describe this monitoring (e.g., are server and networking equipment logs, such as servers, routers, switches, wireless APs, monitored regularly, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
61		Does Vendor maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to confidential County data?	<input type="checkbox"/>	<input type="checkbox"/>	
62		Do you periodically review system activity (related to patient information systems)? If so, provide frequency.	<input type="checkbox"/>	<input type="checkbox"/>	
63	<b>Identity &amp; Access Management</b>	Do you have a formal access authorization process based on "least privilege" (i.e. employees are granted the least amount of access possible to perform their assigned duties) and "need to know" (i.e., access permissions granted based upon the legitimate business need of the user to access the information, role-based permissions, limited access based on	<input type="checkbox"/>	<input type="checkbox"/>	



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		specific responsibilities, network access request form, etc.)?			
64		Are systems and applications configured to restrict access only to authorized individuals (e.g. use of unique IDs and passwords, minimum password length, password complexity, log-in history, lockout, password change, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
65		Is there a list maintained of authorized users with general access and administrative access to operating systems (e.g., active directory user lists within a sensitive application, a spreadsheet of users, a human resources file, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
66		Does a list of "accepted mobile devices" (e.g., smart phones, cell phones, etc.) exist and are these devices asset tracked and managed (i.e., MDA)?	<input type="checkbox"/>	<input type="checkbox"/>	
67		Are accepted mobile devices tested prior to production use?	<input type="checkbox"/>	<input type="checkbox"/>	
68		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	
69		Is software installation for desktops, laptops, and servers restricted to administrative users only?	<input type="checkbox"/>	<input type="checkbox"/>	
70		Does your software or system have automatic logoff for inactivity?	<input type="checkbox"/>	<input type="checkbox"/>	
71		Is access to source application code restricted? If so, how? Is a list of authorized users maintained and updated?	<input type="checkbox"/>	<input type="checkbox"/>	
72		Are user IDs for your system uniquely identifiable?	<input type="checkbox"/>	<input type="checkbox"/>	
73		Do you have any shared accounts?	<input type="checkbox"/>	<input type="checkbox"/>	
74		Will Vendor activate remote access from vendors and business partners into the County network only when needed by vendors and partners, with immediate deactivation after use?	<input type="checkbox"/>	<input type="checkbox"/>	
75		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?	<input type="checkbox"/>	<input type="checkbox"/>	

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76		Is Multi-Factor Authentication (MFA) required for employees/contractors to log in to production systems?	<input type="checkbox"/>	<input type="checkbox"/>	
77	<b>Entitlement Reviews</b>	Do you have a process to review user accounts and related access (e.g., manual process of reviewing system accounts to user accounts in AD for both users and privileged access, such as admins, developers, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
78	<b>Antivirus</b>	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
79		Is this antivirus product centrally managed (e.g., is the antivirus monitored to verify all endpoints have functional agents, agents are up to date with the latest signatures, etc.)? Please explain your policies and procedures for management of antivirus software.	<input type="checkbox"/>	<input type="checkbox"/>	
80		Do you have a process for detecting and reporting malicious software?	<input type="checkbox"/>	<input type="checkbox"/>	
81	<b>Network Defense and Host Intrusion Prevention Systems</b>	Do you have any host-based Intrusion Protection System (IPS) for systems that the County will use?	<input type="checkbox"/>	<input type="checkbox"/>	
82		Does Vendor install personal firewall software is installed on any mobile or employee-owned device that manages the County's PCI-DSS Cardholder Data Environment ("CDE")?	<input type="checkbox"/>	<input type="checkbox"/>	
83	<b>Media Handling</b>	Do you have procedures to protect documents and computer media (e.g., tapes, disks, hard drives, etc.) from unauthorized disclosure, modification, removal, and destruction?	<input type="checkbox"/>	<input type="checkbox"/>	
84		Is sensitive data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
85	<b>Secure Disposal</b>	Are there security procedures (e.g., use of secure wiping, NIST 800-88, etc.) for the decommissioning (replacement) of IT equipment and IT storage devices which contain or process sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	
86	<b>Segregation of Computing Environment</b>	Are development, test, and production environments separated from operational, IT environments to protect production (actively used) applications from inadvertent changes or disruption?	<input type="checkbox"/>	<input type="checkbox"/>	
87	<b>Segregation of Duties</b>	Are duties separated (e.g., front desk duties separated from accounting, data	<input type="checkbox"/>	<input type="checkbox"/>	

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		analysts access separated from IT support, etc.), where appropriate, to reduce the opportunity for unauthorized modification, unintentional modification, or misuse of your IT assets?			
88	<b>Change Management</b>	Do formal testing and change management procedures exist for networks, systems, desktops, software releases, deployments, and software vulnerability during patching activities, changes to the system, changes to the workstations and servers with appropriate testing, notification, and approval, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	
89	<b>Process &amp; Procedures</b>	Do you identify, respond to, and mitigate suspected or known security incidents (e.g., is an incident form completed as a response to each incident, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
90		Do you have a formal incident response and data breach notification plan and team?	<input type="checkbox"/>	<input type="checkbox"/>	
91		Is evidence properly collected and maintained during the investigation of a security incident (e.g., employing chain of custody and other computer forensic methodologies that are monitored by internal and/or external parties, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
92		Are incidents identified, investigated, and reported according to applicable legal requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
93		Are incidents escalated and communicated (e.g., what is your documented process for escalation to management and outside authorities, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
94		Do you have a contingency plan in place to handle emergency access to the software?	<input type="checkbox"/>	<input type="checkbox"/>	
95	<b>Disaster Recovery Plan &amp; Backups</b>	Do you have a mechanism to back up critical IT systems and sensitive data (e.g., is data backed up nightly, weekly, quarterly, taken offsite, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
96		Do you periodically test your backup/restoration plan by restoring from backup media?	<input type="checkbox"/>	<input type="checkbox"/>	
97		Does a disaster recovery plan exist for your organization?	<input type="checkbox"/>	<input type="checkbox"/>	
98		Are disaster recovery plans updated and tested at least annually?	<input type="checkbox"/>	<input type="checkbox"/>	

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99		Do any single points of failure exist which would disrupt functionality of the product or service?	<input type="checkbox"/>	<input type="checkbox"/>	
100	<b>Product Security Development Lifecycle</b>	Do you have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
101		Does Vendor maintain end-of-life-schedule for the software product?	<input type="checkbox"/>	<input type="checkbox"/>	
102		Is the product engineered as a multi-tier architecture design?	<input type="checkbox"/>	<input type="checkbox"/>	
103		Is product or service within 3 year end of life?	<input type="checkbox"/>	<input type="checkbox"/>	
104	<b>Crypto Materials and Key Management</b>	Do you have a centralized key management program in place (e.g., any Public Key Infrastructure (PKI), Hardware Security Module (HSM)-based or not, etc.) to issue certificates needed for products and cloud service infrastructure?	<input type="checkbox"/>	<input type="checkbox"/>	

**SECTION 2: MANAGED / PROFESSIONAL SERVICES**

**ALL VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.**

<b>Vendor Name:</b>	
<b>Technical Contact Name / Email Address:</b>	
<b>Product Name / Description:</b>	
<b>Solicitation Number and Title (if applicable):</b>	

For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.

No.	Area	Description	Vendor Response		
			Yes	No	Comments
	<b>Applicability (Required Response):</b>	<b>REQUIRED RESPONSE:</b> Does your response involve providing <b>MANAGED AND/OR PROFESSIONAL SERVICES</b> ? If YES, indicate response and complete Section 2. If No, indicate NO and skip Section 2.	<input type="checkbox"/>	<input type="checkbox"/>	
1	<b>Audit Reporting Requirements</b>	Does your organization have a current Service Organization Controls (SOC) II, Type II report, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy?)	<input type="checkbox"/>	<input type="checkbox"/>	
2		Does your organization have a current Payment Card Industry (PCI) Attestation of Compliance (AOC)? Applicable only if accepting payment cards.	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Electronic Protected</b>		<input type="checkbox"/>	<input type="checkbox"/>	

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3	<b>Health Information (ePHI)</b> - Applicable only if Vendor has access to or will be hosting or storing County ePHI.	Has the Vendor had a Risk Assessment performed in the past 5 years by an external auditor in conjunction with the HIPAA Security rule?	<input type="checkbox"/>	<input type="checkbox"/>	
4		Does the Vendor maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule?	<input type="checkbox"/>	<input type="checkbox"/>	
5		Does your organization have a designated HIPAA Security and Privacy Officer(s)?	<input type="checkbox"/>	<input type="checkbox"/>	
6		Do you provide HIPAA Security training to your employees at time of hire and at least annually thereafter?	<input type="checkbox"/>	<input type="checkbox"/>	
7	<b>Roles &amp; Responsibilities</b>	Has your organization appointed a central point of contact for security coordination?	<input type="checkbox"/>	<input type="checkbox"/>	
8		What is the expected timeframe to respond to initial contact for security related issues?	<input type="checkbox"/>	<input type="checkbox"/>	
9		Does your company define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
10		Does your company have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
11	<b>External Parties</b>	Does your product use web services and/or data import/export functions? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
12		Will third parties, such as IT service providers, have access to the County's stored or transmitted information?	<input type="checkbox"/>	<input type="checkbox"/>	
13		Are there contingencies where key third-party dependencies are concerned?	<input type="checkbox"/>	<input type="checkbox"/>	
14		Is the company outsourcing any aspect of the service to a third party?	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

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15		Do you share customer data with, or enable direct access by, any third-party?			
16		Which processors (vendors) access your customer's information?	<input type="checkbox"/>	<input type="checkbox"/>	
17		Do these processors (vendors) contractually comply with your security standards for data processing?	<input type="checkbox"/>	<input type="checkbox"/>	
18		How do you regularly audit your critical vendors?	<input type="checkbox"/>	<input type="checkbox"/>	
19	<b>Information Security Policy &amp; Procedures</b>	Do you have written, standard operation procedures for your security and compliance policies and procedures? If so, please provide copies of your IT Security Policies and Procedures for review (e.g., access, password, incident response, etc.) with this questionnaire.	<input type="checkbox"/>	<input type="checkbox"/>	
20	<b>Risk Assessment</b>	Do you have a process that addresses: (a) the identification and measurement of potential risks with mitigating controls (measures taken to reduce risk), and (b) the acceptance or transfer (e.g. insurance policies, warranties, etc.) of the remaining (residual) risk after mitigation steps have been applied?	<input type="checkbox"/>	<input type="checkbox"/>	
21	<b>Compliance with Legal Requirements - Identification of applicable legislation</b>	Do you have a process to identify new laws and regulations with IT security implications? (e.g., FIPA, new state breach notification requirements, monitoring newsletters, webinars, security or regulatory forums, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
22		Has vendor experienced a legally reportable data breach within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	
23		Do you have procedures for preservation of electronic records and audit logs in case of litigation hold?	<input type="checkbox"/>	<input type="checkbox"/>	
24		In the event of a security incident, do you provide the consumer the ability to perform digital forensics?	<input type="checkbox"/>	<input type="checkbox"/>	
25	<b>During Employment – Training, Education &amp; Awareness</b>	Have your employees received formal information security training (e.g., new employee orientation, annual training, posters in public areas, email reminders, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
26		Have your security policies and procedures been communicated to your employees?	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

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27		Are periodic security reminders provided to your employees?				5 6
28	<b>Background Checks</b>	Does your organization perform background checks to examine and assess an employee's or contractor's work and criminal history? Identify the type of background check information and the agency performing background check (e.g., credential verification, criminal history, credit history, etc.).	<input type="checkbox"/>	<input type="checkbox"/>		5 6
29		Are individuals who will would have access to the County's data subjected to periodic follow-up background checks?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
30	<b>Prior to Employment - Terms and Conditions of Employment</b>	Are your employees required to sign a non-disclosure agreement (e.g., non-disclosure and/or confidentiality form upon initial employment)?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
31		If so, are employees required to sign the non-disclosure agreement annually?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
32	<b>Termination or Change in Employment</b>	Does your firm require that all equipment of any terminated employee is returned and that his/her user ID is disabled in all systems and badges and/or keys are returned? Upon transfer, is employee's existing access reviewed for relevance?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
33	<b>Secure Areas</b>	Do you have effective physical access controls (e.g., door locks, badge /electronic key ID and access controls) in place that prevent unauthorized access to facilities and a facility security plan?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
34		Do you have a contingency plan in place to handle emergency access to facilities?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
35		How are physical access controls authorized? Who is responsible for managing and ensuring that only appropriate persons have keys or codes to the facility and to locations within the facility with secure data?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
36		Are there written policies and procedures to document repairs and modifications to physical components of the facility that are related to security?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
37		Are employees permitted access to customer environments from your physical locations only?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
38	<b>Application and Information Access Control - Sensitive System Isolation</b>	Are systems and networks that host, process, and/or transfer sensitive information "protected" (i.e., isolated or separated) from other systems and/or networks? Provide supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>		5 6
			<input type="checkbox"/>	<input type="checkbox"/>		

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39		Are internal and external networks separated by firewalls with access policies and rules? Provide supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
40		Is there a standard approach for protecting network devices to prevent unauthorized access/network related attacks and data-theft (e.g. firewall between public and private networks, internal VLAN, firewall separation, separate WLAN network, secure portal, multi-tenancy, virtualization, shared storage, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
41		Are employees allowed to connect to customer environments remotely (e.g., working from home, public wifi access)?	<input type="checkbox"/>	<input type="checkbox"/>	
42		Is there a remote access policy? If so, please provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	
43		Do you have protections in place for ensuring secure remote access (i.e., up-to-date antivirus, posture assessment, VPN enforcement, split tunneling, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
44		Will Vendor restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?	<input type="checkbox"/>	<input type="checkbox"/>	
45		Will County's data be co-mingled with any other Cloud customer?	<input type="checkbox"/>	<input type="checkbox"/>	
46		Will County's data be stored, accessed by, or transmitted through an off shore environment (Outside continental U.S, Alaska, Hawaii)?	<input type="checkbox"/>	<input type="checkbox"/>	
47	<b>Encryption</b>	Is or will County sensitive information be transferred to external third parties? If so, what controls are in place to protect sensitive information when transferred (e.g., encryption)?	<input type="checkbox"/>	<input type="checkbox"/>	
48		Do you use a secure VPN connection with third parties and/or IT vendors for email encryption?	<input type="checkbox"/>	<input type="checkbox"/>	
49		Does Vendor provide a means to encrypt data at rest (AES, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
50	<b>Vulnerability Assessment and Remediation</b>	Do you perform periodic vulnerability scans on your IT systems, networks, and supporting security systems? How often?	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	



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51		If no, do you provide proof of vulnerability scanning and penetration testing upon request?				5 6
52		Are internal or third party vulnerability assessments automated?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
53		Do you have a security patch management cycle in place to address identified vulnerabilities?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
54		Do you provide disclosure of vulnerabilities found in your environment and remediation timelines?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
55		Do you notify customer of applicable patches?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
56	<b>Security Monitoring</b>	Are third party connections to your network monitored and reviewed to confirm only authorized access and appropriate usage (i.e. with VPN logs, server event logs, system, application and data access logging, automated alerts, regular/periodic review of logs or reports, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
57		Do you monitor your systems and networks for security events? If so, please describe this monitoring (e.g., are server and networking equipment logs, such as servers, routers, switches, wireless APs, monitored regularly, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
58		Does Vendor maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to confidential County data?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
59		Do you periodically review system activity (related to patient information systems)? If so, provide frequency.	<input type="checkbox"/>	<input type="checkbox"/>		5 6
60	<b>Identity &amp; Access Management</b>	Do you have a formal access authorization process based on "least privilege" (i.e. employees are granted the least amount of access possible to perform their assigned duties) and "need to know" (i.e., access permissions granted based upon the legitimate business need of the user to access the information, role-based permissions, limited access based on specific responsibilities, network access request form, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
61		Are systems and applications configured to restrict access only to authorized individuals (e.g. use of unique IDs and passwords, minimum password length, password complexity, log-in history, lockout, password change, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>		5 6
		Is there a list maintained of authorized users with general access and administrative access to operating	<input type="checkbox"/>	<input type="checkbox"/>		5

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62		systems (e.g., active directory user lists within a sensitive application, a spreadsheet of users, a human resources file, etc.)?			
63		Does a list of "accepted mobile devices" (e.g., smart phones, cell phones, etc.) exist and are these devices asset tracked and managed (i.e., MDA)?	<input type="checkbox"/>	<input type="checkbox"/>	
64		Are accepted mobile devices tested prior to production use?	<input type="checkbox"/>	<input type="checkbox"/>	
65		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	
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69		Are user IDs for your system uniquely identifiable?	<input type="checkbox"/>	<input type="checkbox"/>	
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72		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?	<input type="checkbox"/>	<input type="checkbox"/>	
73		Is Multi-Factor Authentication (MFA) required for employees/contractors to log in to production systems?	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Entitlement Reviews</b>	Do you have a process to review user	<input type="checkbox"/>	<input type="checkbox"/>	

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74		accounts and related access (e.g., manual process of reviewing system accounts to user accounts in AD for both users and privileged access, such as admins, developers, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
75	<b>Antivirus</b>	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
76		Is this antivirus product centrally managed (e.g., is the antivirus monitored to verify all endpoints have functional agents, agents are up to date with the latest signatures, etc.)? Please explain your policies and procedures for management of antivirus software.	<input type="checkbox"/>	<input type="checkbox"/>	
77		Do you have a process for detecting and reporting malicious software?	<input type="checkbox"/>	<input type="checkbox"/>	
78	<b>Media Handling</b>	Do you have procedures to protect documents and computer media (e.g., tapes, disks, hard drives, etc.) from unauthorized disclosure, modification, removal, and destruction?	<input type="checkbox"/>	<input type="checkbox"/>	
79		Is sensitive data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
80	<b>Secure Disposal</b>	Are there security procedures (e.g., use of secure wiping, NIST 800-88, etc.) for the decommissioning (replacement) of IT equipment and IT storage devices which contain or process sensitive information?	<input type="checkbox"/>	<input type="checkbox"/>	
81	<b>Segregation of Computing Environment</b>	Are development, test, and production environments separated from operational, IT environments to protect production (actively used) applications from inadvertent changes or disruption?	<input type="checkbox"/>	<input type="checkbox"/>	
82	<b>Segregation of Duties</b>	Are duties separated (e.g., front desk duties separated from accounting, data analysts access separated from IT support, etc.), where appropriate, to reduce the opportunity for unauthorized modification, unintentional modification, or misuse of your IT assets?	<input type="checkbox"/>	<input type="checkbox"/>	
83	<b>Process &amp; Procedures</b>	Do you identify, respond to, and mitigate suspected or known security incidents (e.g., is an incident form completed as a response to each incident, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
84		Do you have a formal incident response and data breach notification plan and team?	<input type="checkbox"/>	<input type="checkbox"/>	
85		Is evidence properly collected and maintained during the investigation of a security incident (e.g., employing chain of custody and other computer forensic methodologies that are monitored by internal and/or external parties, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

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86		Are incidents identified, investigated, and reported according to applicable legal requirements?			
87		Are incidents escalated and communicated (e.g., what is your documented process for escalation to management and outside authorities, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
88		Do you have a contingency plan in place to handle emergency access to the software?	<input type="checkbox"/>	<input type="checkbox"/>	

**SECTION 3: HARDWARE**

**ALL VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.**

<b>Vendor Name:</b>	<input type="text"/>
<b>Technical Contact Name / Email Address:</b>	<input type="text"/>
<b>Product Name / Description:</b>	<input type="text"/>
<b>Solicitation Number and Title (If applicable):</b>	<input type="text"/>

For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.

No.	Area	Description	Vendor Response		
			Yes	No	Comments
	<b>Applicability (Required Response):</b>	<b>REQUIRED RESPONSE:</b> Does your response involve providing <b>HARDWARE</b> ? If YES, indicate response and complete Section 3. If No, indicate NO and skip Section 3.	<input type="checkbox"/>	<input type="checkbox"/>	
1	<b>Secure Design</b>	Are there physical security features used to prevent tampering of the hardware? If so, please identify.	<input type="checkbox"/>	<input type="checkbox"/>	
2		Do you take security measures during the manufacturing of the hardware? If so, please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
3	<b>Security Updates/Patching</b>	Is your hardware scanned to detect any vulnerabilities or backdoors within the firmware?	<input type="checkbox"/>	<input type="checkbox"/>	
4		Has the operating system installed on the hardware been scanned for vulnerabilities?	<input type="checkbox"/>	<input type="checkbox"/>	
5		Is your firmware upgraded to remediate vulnerabilities? If so, provide frequency.	<input type="checkbox"/>	<input type="checkbox"/>	
6		If a new vulnerability is identified, is there a documented timeframe for updates/releases? Please provide frequency.	<input type="checkbox"/>	<input type="checkbox"/>	

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7	<b>Identity &amp; Access Management</b>	Are remote control features embedded for the manufacturer's support or ability to remotely access? If so, describe.	<input type="checkbox"/>	<input type="checkbox"/>	
8		Do backdoors exist that can lead to unauthorized access? If so, describe.	<input type="checkbox"/>	<input type="checkbox"/>	
9		Do default accounts exist? If so, list all default accounts.	<input type="checkbox"/>	<input type="checkbox"/>	
10		Can default accounts and passwords be changed by Broward County?	<input type="checkbox"/>	<input type="checkbox"/>	
11		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?	<input type="checkbox"/>	<input type="checkbox"/>	
12	<b>Product Security Development Lifecycle</b>	Is an end-of-life schedule maintained for the hardware?	<input type="checkbox"/>	<input type="checkbox"/>	
13		Is product or service within 3 year end of life?	<input type="checkbox"/>	<input type="checkbox"/>	
14	<b>Media Handling</b>	Does vendor have a secure data wipe and data destruction program for proper drive disposal (i.e., Certificate of destruction, electronic media purging, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
15	<b>Compliance with Legal Requirements - Identification of applicable legislation</b>	Is the hardware currently certified by any security standards? (i.e., PCI-DSS). If so, please identify.	<input type="checkbox"/>	<input type="checkbox"/>	
16		Do you have a process to identify new laws and regulations with IT security implications?	<input type="checkbox"/>	<input type="checkbox"/>	
17		Upon County's request, will Vendor make available to the County proof of Vendor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Vendor's latest compliance reports (e.g., PCI-DSS PTS, P2PE validation) and any other proof of compliance as may be required?	<input type="checkbox"/>	<input type="checkbox"/>	

**SECTION 4: SOFTWARE**

**VENDORS MUST COMPLETE THIS SECTION OF THE QUESTIONNAIRE.**

Vendor Name:

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<b>Technical Contact Name / Email Address:</b>					
<b>Product Name / Description:</b>					
<b>Solicitation Number and Title (If applicable):</b>					
For each applicable section, complete the matrix by placing an "X" in the applicable YES/NO column for each Description. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. If not applicable, mark "N/A" in "Comments" section.					
No.	Area	Description	Vendor Response		
			Yes	No	Comments
	<b>Applicability (Required Response):</b>	<b>REQUIRED RESPONSE:</b> Does your response involve providing <b>SOFTWARE</b> ? If YES, indicate response and complete Section 4. If No, indicate NO and skip Section 4.	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Supporting Documentation</b>	Please provide the following:			
1		a) Hardware and Software requirements (i.e. Operating System, CPUs, RAM)	<input type="checkbox"/>	<input type="checkbox"/>	
2		b) Network connectivity requirements	<input type="checkbox"/>	<input type="checkbox"/>	
3	<b>Software Installation Requirements</b>	Can the software be installed as a regular user account with least privilege? Describe the level of administrative access the software will need on the County domain.	<input type="checkbox"/>	<input type="checkbox"/>	
4		Is remote access required for installation and support? If so, describe.	<input type="checkbox"/>	<input type="checkbox"/>	
5		Can the software be installed on and operated in a virtualized environment?	<input type="checkbox"/>	<input type="checkbox"/>	
6		<b>Third Party Software Requirements</b>	Is third party software (i.e. Java, Adobe) required to be installed for your software to work? If so, provide software and minimum version.	<input type="checkbox"/>	<input type="checkbox"/>
7		Will your software remain compatible with all updates and new releases of required third party software?	<input type="checkbox"/>	<input type="checkbox"/>	
8		Are there contingencies where key third-party dependencies are concerned?	<input type="checkbox"/>	<input type="checkbox"/>	
9	<b>Secure Software Design</b>	Is the software currently certified by any security standards? (i.e. PCI-DSS). If so, identify.	<input type="checkbox"/>	<input type="checkbox"/>	
10			<input type="checkbox"/>	<input type="checkbox"/>	

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		Has the software been developed following secure programming standards like those in the OWASP Developer Guide?	<input type="checkbox"/>	<input type="checkbox"/>	
11		Is the company outsourcing any aspect of the service to a third party?	<input type="checkbox"/>	<input type="checkbox"/>	
12		Is the product engineered as a multi-tier architecture design?	<input type="checkbox"/>	<input type="checkbox"/>	
13		Does Vendor have capability to respond to and update product for any unforeseen new regulatory requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
14	<b>Audit Logging</b>	Does the software or solution perform audit logging? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
15		Does the software have audit reporting capabilities (i.e. user activity, privileged access, etc.)? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
16	<b>Security Updates/Patching</b>	Does the software have a security patch process? Please describe your software security patch process, frequency of security patch releases, and how security vulnerabilities are identified.	<input type="checkbox"/>	<input type="checkbox"/>	
17		Does Vendor support electronic delivery of digitally signed upgrades?	<input type="checkbox"/>	<input type="checkbox"/>	
18	<b>Secure Configuration / Installation (i.e. PA-DSS configuration)</b>	Does the software allow for secure configuration and installation? Please identify those cycles.	<input type="checkbox"/>	<input type="checkbox"/>	
19	<b>Software Upgrade Cycles</b>	Does the software have upgrade cycles? Please identify those cycles.	<input type="checkbox"/>	<input type="checkbox"/>	
20	<b>Confidential Data</b>	Does the software restrict confidential data (i.e., Social Security Number or Date of Birth, etc.) from being used as a primary identifier?	<input type="checkbox"/>	<input type="checkbox"/>	
21		Does the software have documentation showing where all confidential data is stored in the application?	<input type="checkbox"/>	<input type="checkbox"/>	
22	<b>Encryption</b>		<input type="checkbox"/>	<input type="checkbox"/>	

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		Does the software support encryption of data in motion (e.g., SSL, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
23		Does the software support encryption of data at rest (e.g., column-level encryption, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
24		Does the software have built-in encryption controls? Please list.	<input type="checkbox"/>	<input type="checkbox"/>	
25	<b>Authentication</b>	Does your product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory, etc.)? Please describe.	<input type="checkbox"/>	<input type="checkbox"/>	
26	<b>Roles and Responsibilities</b>	Does the software provide role-based access control?	<input type="checkbox"/>	<input type="checkbox"/>	
27		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?	<input type="checkbox"/>	<input type="checkbox"/>	
28	<b>Product Security Development Lifecycle</b>	Do you have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
29		Does Vendor maintain end-of-life-schedule for the software product?	<input type="checkbox"/>	<input type="checkbox"/>	
30		Is product or service within 3 year end of life?	<input type="checkbox"/>	<input type="checkbox"/>	

**I possess the authority to sign and act as an agent on behalf of this company. I have read the above questionnaire in its entirety and responded in a truthful manner to the best of my ability.**

<b>Vendor Name:</b>	
<b>Printed Representative Name:</b>	
<b>Printed Representative Title:</b>	
<b>Signature:</b>	



**Job Order Contract Program Consultant  
Demonstration Script  
Total: 60 Minutes**

No.	System Requirements	Compliant	Non-Compliant
1.	Provide a short introductory narrative covering the main features and benefits that distinguish your proposed system.		
2.	Demonstrate how the system allows for interaction between County Project Managers and contractors regarding request for proposals, proposal reviews, and generation of all project documents including those requiring signatures. Demonstrate how the system handles supplemental job orders for additional work or unforeseen existing conditions.		
3.	Show the system's search, retrieval, and reporting functions including how historical data is viewed and tracking of milestone dates.		
4.	Present how the system incorporates a comprehensive JOC information management system such as Construction Catalog with line items (including how Non Pre-priced Items are managed), Technical Specifications and Project Manual/s.		
5.	Demonstrate County's software access of complete management and verification module to be used for validating contractor's proposals.		
6.	Demonstrate Contractor's software access for building JOC proposals, project management review and finalization of proposals including all signature documents required for purchase order issuance.		
7.	Show how the system operates over the Internet. System shall allow the end user to operate from a Windows computer or Macintosh anywhere an Internet connection is present.		
8.	Show how the system can be customized to meet the specific needs of the County with regards to County information such as locations and users as well as specific forms and reports.		
9.	Demonstrate the system's ability to advertise to County Business Enterprise (CBE/SBE) firms from continually updated Broward County Office of Economic and Small Business Development Certified Firm Directory.		

**Job Order Contract Program Consultant  
Demonstration Script  
Total: 60 Minutes**

No.	System Requirements	Compliant	Non-Compliant
<b>General Requirements</b>			
10.	Demonstrate the ability to edit entered data. (Ex. Project file location)		
11.	Demonstrate the user process on how to search for and retrieve records. (Ex., historical data, current projects)		
12.	Demonstrate the ability to produce an audit trail for various document activities. (Ex., add, delete edit a file)		
13.	Demonstrate the ability to notify users for pending approvals of various tasks. (Ex., pending signature documents, purchase orders, project status)		
14.	Provide demonstration of all training provided for both Owner (County) and Contractor.		
<b>User Security</b>			
15.	Demonstrate the user security functionality. (Ex., manage user role, access level, user information)		
16.	Demonstrate the user access to view status of their projects, requests, and create/view/print projects.		
17.	Demonstrate how the end user would seek assistance with software issues.		
<b>Reporting</b>			
18.	Demonstrate the reporting functionality of the system. (Ex., types of reports, exportable formats, custom report options.)		
<b>Documentation</b>			
19.	Demonstrate the online system documentation including user information, administration, and accessibility.		
20.	Demonstrate how historical and current information will be provided to the Owner and Contractor after contract expiration.		

Broward County Board of  
INSURANCE REQUIREMENTS  
County Commissioners

**Project: Job Order Contract Consultant**  
**Contract Manager: Claudia Henry**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A	☑	If claims-made form:	<b>\$1,000,000</b>	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	<b>Completed Value</b>
			*Maximum Deductible:	\$10 k	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. <b>*Contractor is responsible for all Deductibles.</b>					

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

\_\_\_\_\_  
Risk Management Division

## Service Level Agreement

In connection with all Services provided to County under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement (“SLA”) for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Application Service Provider (“ASP”) hosting or Software as a Service (“SaaS”) solution provided under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Provider. Provider shall promptly notify County in writing of any material change to its compliance with these standards. Any approval by County under this SLA may be approved in writing by the Contract Administrator or the Director of County’s Division of Enterprise Technology Services (“ETS”).

### 1. Definitions

1.1. “Provider Platform” means to the ASP or SaaS solution that constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data. Provider shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.

1.2. “County Data” means the data and information provided by County or its agents under this Agreement and all results derived therefrom through the use of the Provider’s services, whether or not electronically retained and regardless of the retention media.

1.3. **Any other capitalized terms not defined herein refer to those defined terms in the Agreement.**

### 2. Security

#### 2.1. General

2.1.1. Provider will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request, Provider shall restrict access to County data to a specific source static IP address.

2.1.2. Provider shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County’s data and the Provider Platform.

2.1.3. Provider’s procedures for the following must be documented and approved by County within 10 days of the Effective Date of the Agreement:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident

- escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Provider shall ensure that its service providers, subconsultants, and any third parties performing any Services relating to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Provider shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Provider Platform are discovered by either County or Provider, or if existing safeguards have ceased to function, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. Provider must mitigate critical or high risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution.

## 2.2. Controls

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Provider shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for the Provider, as well as any third party that provide hosting, SaaS, or data storage services for the Provider Platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Provider. If the audit opinion in the SOC 2, Type II report is qualified in any way, Provider shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Provider shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this

SLA, upon request by County, Provider shall provide documentation of such procedures and practices to County.

### **2.3. Network Architecture/Security**

2.3.1. The Provider Platform shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent changes to the configuration diagram are subject to approval by County, which shall not be unreasonably withheld. Provider shall ensure that all database servers are protected behind a second set of internal firewalls.

2.3.2. Provider shall submit a network architecture diagram of County's stored and transmitted data, including the location of data center and details of connectivity from all third parties who have access to County's data.

2.3.3. Provider shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.4. Provider shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

2.3.5. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Provider Platform.

2.3.6. Provider's wireless networks connected to the Provider Platform shall be configured at a minimum using Wi-Fi Protected Access 2 (WPA2)-Enterprise, Advanced Encryption Standard (AES), and Protected Extensible Authentication Protocol (PEAP), current industry security standards (or whichever is higher) to secure and protect County data.

### **2.4. Physical Architecture/Security**

2.4.1. Provider shall ensure the facilities that house the network infrastructure for the Provider Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Provider Platform.

2.4.2. Provider shall connect its hosting site for the Provider Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

2.4.3. Provider shall ensure adequate background checks have been performed on any personnel having access to County data. To the extent permitted by such checks, Provider shall not knowingly allow convicted felons or other persons deemed by Provider to be a security risk to access County data. Provider shall provide privacy and information security training to its employees upon hire and at least once annually.

## **2.5. Disaster Recovery**

2.5.1. Provider shall maintain a disaster recovery plan for the Provider Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective (“RTO”) of a maximum of eight (8) hours and a Recovery Point Objective (“RPO”) of a maximum of four (4) hours from the incident.

2.5.2. Provider shall conduct a disaster recovery test of Provider’s hosted or SaaS system that comprises the Provider Platform under this Agreement on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Provider shall conduct a disaster recovery test specific to the County, including County’s data and utilization of the Provider Platform and County’s network and data, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

## **2.6. Incident Response**

2.6.1. If any unauthorized party is successful in accessing any information technology component related to the Provider Platform, including but not limited to servers or fail-over servers where County’s data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days of the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations that involve the Provider’s infrastructure relating to any County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

2.6.2. Provider shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

## **2.7. County Data**

2.7.1. Provider shall maintain controls that ensure separation of County Data. Provider agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards (or whichever is higher) for social security numbers, taxpayer identification numbers, employer identification numbers,

bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”) or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Provider shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module (“HSM”). Provider shall immediately notify County of any compromise of the encryption keys. Provider shall provide a copy of County’s encryption key(s) at County’s request. Provider shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

2.7.2. Any County Data must be available to County upon request within one (1) business day, in any format reasonably requested by County, including, without limitation, Extensible Markup Language (“XML”) and Structured Query Language (“SQL”), or in another format as may be mutually agreed to by County and Provider.

2.7.3. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Provider shall, at County’s option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology (“NIST”) standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days documenting that no County Data is retained by Provider in any format or media.

2.7.4. County Data is the property solely of County and may not be reproduced or used by Provider with the prior written consent of County. Provider and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County’s prior written consent.

2.7.5. County shall have the right to use the Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.7.6. In the event of any impermissible disclosure, loss or destruction of County Data relating to any action or omission of Provider, Provider must immediately notify County, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

### **3. Compliance**

3.1. Provider shall cooperate and provide any information requested by County relating to compliance and regulatory requirements. A request for information or review by



County may include, but is not limited to, the following:

- 3.1.1. Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;
  - 3.1.2. Automated scans and penetration (“Pen”) tests performed by County personnel or agents designated by County;
  - 3.1.3. Review of requested documents, including without limitation, Provider’s architecture documents, external audits of Provider’s information security policies and procedures, Pen- test documentation, security incident reports, environment logs, virtual private network (“VPN”) access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System (“IDS”) attack alerts and anomalies, enterprise password management activity, server and application logs, and monthly or periodic network traffic and firewall activity logs; and
  - 3.1.4. Physical inspection of Provider’s facilities by County or its representatives.
- 3.2. Provider shall provide County with the ability to generate account reports consisting of the account holder’s name and application access rights.
  - 3.3. Provider shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.
  - 3.4. Provider shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third party contractors while using the System.
  - 3.5. Upon request by County, Provider shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).
  - 3.6. Upon County’s request, Provider shall make available to the County proof of Provider’s compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider’s latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

#### 4. **Service Availability**

##### 4.1. **System Availability**

4.1.1. Provider guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the “Network Uptime Guarantee”). Network Uptime is the time that the System and Services are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user’s ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the network is fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Provider or the Provider Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. System unavailability due to Provider’s equipment failure constitutes Network Downtime.

4.1.2. Provider will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County’s monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days of the applicable monthly report or, at County’s option, may be credited against amounts due under any unpaid invoice or future invoice.

4.1.3. Normal availability of the System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) (“Scheduled Maintenance”) shall occur during non-Prime Time and with at least five (5) business days’ advance written notice to County. Provider may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Provider may perform routine maintenance operations that do not require the System to be taken offline but may have immaterial effects on System performance and response time without any notice to County. Such degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County’s prior written approval, which will not be unreasonably withheld.

4.1.4. By the tenth day of each calendar month, Provider shall provide to County a report detailing Provider's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time – Minutes of Scheduled Maintenance) = %).

4.1.5. Provider guarantees the functioning of all equipment components necessary for Provider to provide the Services, the Provider Platform, and meet System availability requirements stated in this SLA.

#### 4.2. **Infrastructure Management**

4.2.1. During Prime Time, Provider shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Provider Platform. Provider shall maintain sufficient bandwidth to the Provider Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

4.2.2. To the extent the Provider Platform provides or supports public access to users in Broward County or through the County's web pages, Provider's Services shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

4.2.3. Provider shall ensure that an unlimited number of transactions may be processed to County production database. Subject to County approval, Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.4. Provider will retain all database records regardless of number or size.

4.2.5. Provider shall routinely apply upgrades, new releases, and enhancements to the Provider Platform as they become available after prior, written approval by the County and shall ensure that these changes will not adversely affect the Provider Platform .

4.2.6. To the extent the Provider Platform includes an ad-hoc reporting tool or standard reports, Provider agrees to provide unlimited access to such functionality to County. Provider agrees to support an unlimited number of queries and reports against County's Data. County agrees that Provider may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

4.2.7. Provider shall conduct full, encrypted System backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Provider shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of Provider's required Services under this Agreement. Upon County's request, Provider shall also provide restoration of individual file(s).

4.2.8. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes upon two (2) business days' request, including without limitation, upon request for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Provider perform any or all of the following:

- 4.2.8.1. periodically refresh data from production;
- 4.2.8.2. perform an ad-hoc refresh of data from production;
- 4.2.8.3. not refresh data from production until further notice from County; or
- 4.2.8.4. refresh data on an ad hoc basis with training data supplied by County.

#### 4.3. **Performance Monitoring and Hosting Capacity Increases**

4.3.1. If requested by County, Provider shall provide standard reporting metrics of the Provider Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in System, database, operating system, and each server allocated in part or in full to System.

4.3.2. In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Provider will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days of written notice by County.

## 5. Transition/Disentanglement

5.1. Provider will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the “Transferee”), without causing any unnecessary interruption of, or adverse impact on, the Services (“Disentanglement”). Provider will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Provider shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by the County. Specifically, and without limiting the foregoing, Provider shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County’s prior written consent, transfer, reassign or otherwise redeploy any of Provider’s personnel during the Disentanglement period from performing Provider’s obligations under this Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Provider exclusively in connection with the Services. Provider shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County data is received intact or otherwise securely stored by County, Provider shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Provider

may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide to County a list with current valuation based on net book value of any Provider-owned tangible assets used primarily by Provider in connection with the Services. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, any and all related warranties will transfer along with those assets.

## 6. **Payment Card Industry (PCI) Compliance**

If and to the extent the Provider Platform accepts, transmits or stores any credit cardholder data County or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply:

6.1. Provider shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS").

6.2. Prior to the Effective Date, after any significant change to the CDE, and annually Provider shall provide to County:

6.2.1. A copy of their Annual PCI DSS Attestation of Compliance ("AOC");

6.2.2. A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county's cardholder data environment.

6.2.3. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County.

6.3. Provider shall follow the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation.

6.4. If Provider subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Provider is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County.

6.5. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program ("CISP") or OWASP for secure coding and transmission of payment card data.

6.6. Provider agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

6.7. Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Provider's notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS compliant.

6.8. Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8)

6.9. Provider shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9)

6.10. Provider shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County's environment with access to any stored credit card data. (PCI 8.3)

6.11. Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5)

6.12. All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

## **7. Managed Services/Professional Services (IT)/Third-Party Vendors**

7.1. Provider shall immediately notify County of any terminations or separations of Provider's employees who performed Services to County under the Agreement or who had access to the County's Data and must ensure such employees' access to County Data and network is promptly disabled.

7.2. Provider shall ensure all Provider's employees with access to County environment have signed County's Information Resources User Acknowledgement form prior to accessing County network environment.

7.3. Provider shall provide privacy and information security training to its employees with access to the County environment upon hire and at least annually. (PCI 12.6.1)

## 8. **Software Installed in County Environment**

- 8.1. Provider shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Provider shall support updates for critical vulnerabilities discovered in applicable third party software.
- 8.2. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.
- 8.3. Provider shall ensure the Software provides for role-based access controls.
- 8.4. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
- 8.5. Provider shall enable auditing by default in software for any privileged access or changes.
- 8.6. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

## 9. **Equipment Leased or Purchased from Provider**

- 9.1. Provider shall ensure that physical security features are included in the Equipment acquired under this Agreement to prevent tampering. Provider shall ensure security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator.
- 9.2. Provider shall disclose any default accounts or backdoors which exist for access to County's network.
- 9.3. Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment.
- 9.4. Provider shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Provider or supplier website.



**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:

**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  
 N/A
- If yes, Living Wage increased the pricing by % or decreased the pricing by %.

**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.

Broward County Board of  
County Commissioners

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

*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

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

### **Vendor Reference Verification Form**

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



### Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name: Title: Reference date:

Contact Email: Contact Phone:

Name of Referenced Project:

Contract No. Date Services Provided: Project Amount:  
to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

#### Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive				
b. Accuracy				
c. Deliverables				
2. Vendor's Organization:				
a. Staff expertise				
b. Professionalism				
c. Turnover				
3. Timeliness of:				
a. Project				
b. Deliverables				
4. Project completed within budget				
5. Cooperation with:				
a. Your Firm				
b. Subcontractor(s)/Subconsultant(s)				
c. Regulatory Agency(ies)				

Additional Comments: (provide on additional sheet if needed)

\*\*\*THIS SECTION FOR COUNTY USE ONLY\*\*\*

Verified via:  EMAIL  VERBAL Verified by: \_\_\_\_\_ Division: \_\_\_\_\_ Date: \_\_\_\_\_



### RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, 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 should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

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. at a business address physically located within Broward County;
  - d. in an area zoned for such business;
  - e. provides services from this location on a day-to-day basis, and
  - f. 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, 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 and:
  - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
  - 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 Broward County limits 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.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is not a local Vendor in Broward County.

Broward County Board of  
County Commissioners

**AUTHORIZED  
SIGNATURE/ NAME**

**TITLE**

**COMPANY**

**DATE**

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### 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**

**LOCAL VENDOR CERTIFICATION FORM (PREFERENCE AND TIEBREAKER)**

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

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

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

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

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

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements.

\_\_\_\_\_  
**Authorized Signature/Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Date**

### **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

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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:

	5
	6

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

3		4
---	--	---

**AGREEMENT EXCEPTION FORM**

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

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

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

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input 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	
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:



### **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:

**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**

**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:

## Question and Answers for Bid #PNC2116439P1 - Job Order Contract (JOC) Program Consultant

### Overall Bid Questions

There are no questions associated with this bid.