

## **Solicitation PNC2116748P1**

### **BB&T Center Property Master Planning (CCNA)**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid PNC2116748P1 BB&T Center Property Master Planning (CCNA)

Bid Number PNC2116748P1  
Bid Title BB&T Center Property Master Planning (CCNA)

Bid Start Date In Held  
Bid End Date Jun 20, 2018 5:00:00 PM EDT  
Question & Answer End Date Jun 8, 2018 7:00:00 AM EDT

Bid Contact Martha Perez-Garviso  
Purchasing Manager  
Purchasing  
954-357-6265  
mperezgarviso@broward.org

Contract Duration **1 year**  
Contract Renewal Not Applicable  
Prices Good for **Not Applicable**  
Pre-Bid Conference **Jun 6, 2018 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: TBD**

Bid Comments This is a Request for Proposal (RFP) No. PNC2116748P1 for BB&T Center Property Master Planning Services for the Real Estate Development division of Broward County.

Broward County is seeking proposals from qualified proposers to provide master planning services for a phased ten (10) year build out of the property located in Sunrise, Florida, which is comprised of approximate 140 acres that the BB&T Center arena sits on, which includes 7,533 parking spaces (7,303 surface parking spaces and 230 parking spaces in a garage below the arena), 13 acres of wetlands and a 2.3 acre archeological site. The property is located: to the southeast of the Sawgrass Expressway; to the northwest of NW 136<sup>th</sup> Avenue (Panther Parkway) and Sawgrass Mills Mall; to the south of Pat Salerno Drive and; east of the Preserve neighborhood.

The Vendor awarded this contract to produce the BB&T Center's Master Plans may, at the County's discretion, be precluded from participation in any contract related to the BB&T Center redevelopment project. However, County and Vendor may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of the Project related to your master planning work.

Consultant Competitive Negotiation Act (CCNA) applies to this procurement. In CCNA solicitation, price will not be considered in the final evaluation and ranking of the qualified firms.

County/State License Requirements: In order to be considered a responsible firm for the scope of work set forth in this solicitation, the consultants must possess a specified license at the time of submittal (refer to Special Instructions for requirements).

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.

Submittal Instructions: 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

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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. Vendor 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 **PNC2116748P1--01-01 - BB&T Center Property Master Planning Services**

Quantity **1 each**

Prices are not requested for this item.

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

Broward County

115 S. Andrews Ave., Room 212

Ft. Lauderdale FL 33301

**Qty 1**

**Expected Expenditure \$350,000.00**

#### Description

Master Planning Services for a phased ten (10) year build out of the property located in Sunrise, Florida. Price will not be considered in the final evaluation and rating of qualified firms.

## **SCOPE OF WORK**

### **BB&T Center Property Master Planning**

#### **A. INTRODUCTION:**

It is the County's intent the redevelopment of the BB&T Center property be the nucleus of a community that will anchor western Broward County as Fort Lauderdale anchors eastern Broward County. The development should be planned as a live, work, play community. The development should be pedestrian oriented and the design of the spaces between the buildings should be paramount in creating a living and working community.

#### **B. BB&T CENTER PROPERTY:**

The property to be master planned is in Sunrise, Florida and is comprised of approximate 140 acres that the BB&T Center arena sits on, which includes 7,533 parking spaces (7,303 surface parking spaces and 230 parking spaces in a garage below the arena), approximately 18.2 acres of wetlands and approximately .62-acre archeological site. The property is located: to the southeast of the Sawgrass Expressway; to the northwest of NW 136th Avenue (Panther Parkway) and Sawgrass Mills Mall; to the south of Pat Salerno Drive and; east of the Preserve neighborhood.

1. The BB&T Center was completed in 1998 and is the home to the Florida Panthers National Hockey League team and serves as a major regional civic, sports and entertainment venue. The 867,000 square foot arena is the largest arena in Florida, with a seating capacity of 21,127.
2. Broward County is and will remain the owner of the land and the BB&T Center arena. The Arena Operating Company and the Florida Panthers Hockey Club will continue their operations and use of the BB&T Center arena under their agreements with Broward County during the redevelopment of the property and therefore the phased master plan must ensure not to disrupt their ongoing business operations.
3. The Arena Operating Company and the Florida Panthers Hockey Club agreements with the County expires after the 2028 hockey season and they also have an early termination option, which may take place no earlier than July 1, 2023. It is the County desire that the Arena Operating Company and the Florida Panthers Hockey Club will continue well beyond 2028 to operate the arena and play hockey in the arena.
4. On the southwest corner of the property, Broward County has a License Agreement with the Arena Operating Company for the County to use 342 parking spaces for the County's bus service and parking. This lease runs through January 31, 2022. This location should remain as is until the lease runs out or if it is renewed.

5. On the County's property there are six City of Sunrise active water wells and two City of Sunrise inactive water wells that are protected under Broward County, Florida, Code of Ordinances, Volume II, Chapter 27 – Pollution Control, Article XIII. Wellfield Protection.

C. OBJECTIVE:

It is the County's objective to develop a phased mixed use "Master Plan" that is flexible enough to redevelop the 140-acre BB&T Center property with or without an arena and the uncertainties that come with a phased ten (10) year buildout. The Master Plan must be economically feasible in the speculative real estate market, as well as, work functionally with its individual components and as a whole. The market will drive the future phases, however no matter the amount of phasing that may take place, the overall build out must work as a cohesive and functional community for people to live, work and play with a "sense of place".

Broward County and its representatives will take an active part in managing the master planning process to make sure it meets the County's objectives. Therefore, adequate time must be dedicated to the design process and schedule, to allow the County sufficient time to review, comment and direct the design and planning work throughout the process.

After the Master Planning is successfully completed, a "private developer" will then be engaged by the County to develop, build and own the buildings.

It is anticipated the new development will include office, residential (with a percentage being affordable housing, targeting workforce housing), a full-service hotel, a limited amount of retail and structured parking for all components, including replacement parking for the BB&T Center arena.

1. There will need to be two master plan concepts as follows:
  - a. The first concept will keep the arena operating for future sports and entertainment venues.
  - b. In the second concept, the arena will stay in use to somewhere between July 2023 to the end of the 2028 hockey season and then may be torn down and the land it occupies will be redeveloped and be part of a new master plan. This master plan concept must be consistent with the first concept up to a time when the decision is made that the arena may be torn down. At this time, it is anticipated the master plan will be built in phases to include the land and parking that was occupied by the arena.
2. The two concepts being developed should take in consideration what the current and near term real estate market will allow a developer to economically build and finance (in a speculative real estate market), but also be organic in its design so that it allows for a large corporate tenant, that may come along, that would require much larger office building, as well as, cause a greater demand for residential units and/or hotel

rooms than the normal real estate market would justify. The bottom line is that the master plan needs to have flexibility.

3. In current speculative market, the economic viability is approximately the following:
  - a. Speculative office buildings: 4 to 5 stories with 80,000 to 100,000 square feet per phase.
  - b. Speculative residential apartment developments: approximately 200 to 400 units per phase. As a note, the neighboring apartment complexes are absorbing 20 to 22 units per month and hope to get to 25 units per month in market rate units.
4. It is desired that a four-star full-service hotel initially be developed in the first phase, with the goal of having a minimum of 200 keys. As mentioned above, the initial hotel site needs to be flexible to accommodate a larger hotel if a large corporate user initially selects the site and has the need and demand for a larger hotel. Depending on the demand and economic feasibility there may be a future hotel(s) built; therefore, the master plan must allow for this type of flexibility.
5. It is contemplated that the first phase will include the hotel, as well as, office and residential components.
6. Parking is a critical element of the development and most accommodate the following:
  - a. There can be shared parking if it does not impact the economic viability of the BB&T Center arena and other future residents, tenants and guests.
  - b. The Impact of Uber, Lyft and other ride sharing services have begun to impact how people travel and therefore the master plan's design needs to evaluate how this might impact our parking requirements and stacking requirements for ride sharing services waiting to pick up their clients.
  - c. It is not known when and how much automated vehicles will impact the need for parking. With this in mind, and the possibility the Panthers may not renew their lease in 2028, which could leave the County and/or the master developer with an overabundance of structured parking. Therefore, in the master planning process vendor will need to analyze the design and cost of building parking structures that are flexible and sustainable for future alternative uses. Vendor should investigate ceiling heights, floor load capacity and column spacing that work not just for vehicles, but for future uses, such as, office, residential, hotel or even some retail. Ramps might have to be on the side of flat floor garages that can be removed when the garage gets repurposed. Knock out panels in floors might need to be added for future stairs, elevators or mechanical shafts. This is an unknown future, as to how soon this transformation will take place but we need to be prepared to discuss this issue in depth before the structured garages are planned and built, so we have a better understanding of the financial impact for building such parking structures and the impact if the County does not.

7. The master plan's pedestrian circulation should be compatible and encourage pedestrian circulation with the adjacent neighborhoods and developments: Nexus apartments, Amli apartments and Artesia townhomes and condominiums to the north and northeast; the Metropica development to the south & southwest and across NW 136th Avenue; the Preserve neighborhood to the west and; to consider different options as to how the property may connect with Sawgrass Mills Mall.
8. It is vital the master plan must address how the project will be serviced and functions, such as;
  - a. How do service vehicles deliver supplies (food, supplies, furniture, and construction supplies for tenant buildout)?
  - b. How is construction done on future phase so that the impact to the present residents, tenants and guest are minimalized?
  - c. How is mail, FedEx and UPS delivered and picked-up and delivered?
  - d. How is trash taken out?
  - e. Where do taxis, Uber and Lyft (and other future ride services) drivers pick up and drop off clients to the hotel(s) and the arena?
  - f. Where do taxis and Uber drivers stack up while waiting for pick-ups?
  - g. How does the arena's existing service and the arena's garage parking function and work in the proposed master plans and during construction?
9. The limited retail space should focus on providing services that can be justified by the needs of development's residential residents, hotel guests and office tenants. This is imagined to be coffee shops, grocery stores (grocery store that may be built on a small footprint rather than the size of traditional chain grocery store), drug store, small restaurants (not part of a chain) wine shops and small brew pubs. The key is small, unique and not trying to compete with Sawgrass Mills Mall's and Metropica's stores and restaurants.
10. It is anticipated that County will connect the BB&T Center property across the Sawgrass Expressway to the Conservation Levee Greenway trail by a pedestrian/bicycle bridge, so the public may access the trail for walking, running, biking and to enjoy the beauty of the everglades. This pedestrian/ bikeway bridge needs to be incorporated into the development's overall pedestrian and bicycle circulation and to be planned for, so there is easy access for our neighbors to access the bridge.
11. It is anticipated in the future that light rail service will be built from Ft. Lauderdale to the BB&T Center in the future. The station location is unknown at this time, however the land used for the express bus service may be considered as a place to locate a station. In the Vendor's master planning effort, the Vendor should address the possibility of a light rail station and where it might be best located to serve the BB&T Center property.
12. Between the BB&T Center arena and the Sawgrass Expressway there are wetlands and an archeological site (the Goodman site), which is a densely vegetated everglades tree island that is documented as a midden and burial mound which likely served as a small

habitation site for aboriginal populations between 500 B.C. and 1200 A.D. The wetlands and the archeological site should be accessible for viewing by pedestrian walkways with possible raised boardwalks, in the wetlands, and covered sitting areas for the public, where they might sit and enjoy wetlands or even have lunch or a break from work.

13. The master plan needs to incorporate and/or address the following sustainability and resilience issues:

- a. The master plan and its buildings needs to address climate change and resilience
  - i. Hurricanes & Wind Loads
  - ii. Sea level rise
  - iii. Local flooding today and in the future
  - iv. The rise of the groundwater
- b. Storm water management
- c. Planning for passive systems
  - i. Moving Air
  - ii. Use of Daylight
- d. Use of arcades and shade to protect pedestrians from the hot humid climate

14. Other issues to be addressed:

- a. Energy use optimization
- b. Water use optimization
- c. Broward County NatureScape program
- d. LEED certification
- e. Wellness - the master plan helps create better health and wellness for its residents, tenants and guest.
- f. Possibility of a "Main Street" that has limited or no vehicular traffic
- g. Bicycle use, and bicycle paths separated from vehicular traffic

#### D. DELIVERABLES AND FEES

1. It is anticipated that the Vendor will have an initial kick-off meeting with County Administration followed up with meetings lead by the County's Project Manager with the following:

- a. County Traffic Engineers – to review and answer questions regarding traffic in the area and proposed road and traffic improvements.
- b. County Environmental and Growth Management personnel – to review storm water management issues and other environmental issues.
- b. Project Manager - to discuss zoning issues and goals.
- c. Project Manager – to discuss the current real estate market surrounding the BB&T Center

2. The County would like to review and comment on the work and have input, at a minimum, at the following stages of the master planning effort:

- a. At completion of 50% of the Conceptual Master Plan
- b. At completion of 100% of the Conceptual Master Plan
- c. At completion of 50% of the Design Development of the Master Plan



- d. At completion of 100% of the Design Development of the Master Plan
  - e. At completion of 50% of the final Master Plan process
  - f. At the completion of the final draft of the written narrative that will serve as the formal legal document that will set the guidelines for the private developer to follow.
  - g. One last review will be done before the final drawings and written narratives
3. The final finished Master Planning effort will need to include at least: two phased master plan concepts, in which each concept will have two subset site plans showing (1) how the site plan may work in today's real estate market and (2) how the site plan will work if the market should change that allows for larger office, hotel and/or residential components; digital 3-D site modeling; miscellaneous renderings and; a written narrative in Microsoft Word format that will serve as the formal legal document that will set the guidelines for the private developer to follow.

The two master plan concepts need to be:

- a. The first concept will keep the arena operating for future sports and entertainment venues.
  - b. In the second concept, the arena will stay in use to somewhere between July 2023 to the end of the 2028 hockey season and then may be torn down and the land it occupies will be redeveloped and be part of a new master plan. This master plan concept must be consistent with the first concept up to a time when the decision is made that the arena may be torn down. At this time, it is anticipated the master plan will be built in phases to include the land and parking that was occupied by the arena.
4. The work that will be done by the Vendor is only a detailed master planning process and nowhere in this process is the actual design of any buildings to be included. It is anticipated that for the Vendor to be successful that the Vendor will need knowledge as to how midrise to high-rise four-star hotels, midrise to high-rise office buildings, midrise to high-rise residential buildings and retail space function and work as well as, know the appropriate footprint of such buildings.
5. The Vendor awarded this contract to produce the BB&T Center's Master Plans may, at the County's discretion, be precluded from participation in any contract related to the BB&T Center redevelopment project. However, County and Vendor may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of the Project related to your master planning work.
6. The final deliverables must include two hard copies and the County shall also be given digital copies of the work, where the County shall be allowed to make future reproductions as they deem necessary. Also, all site plans must be done on auto-cad (or other County approved format) and the county shall be given a digital copy where the County may reproduce scaled drawings for their future use.

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**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:
$$\begin{aligned} & (\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price}) \\ & = \text{Price Score} \end{aligned}$$
  - 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 BB&T Center Property Master Planning**

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

#### **A. Additional 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. Licensing

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

- Certificate of Authorization, in accordance with Chapter 481, Florida Statutes, Architect License

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

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

#### **B. Standard Agreement Language Requirements:**

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

| <http://www.broward.org/Purchasing/Documents/bcf202.pdf> |

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

#### **C. Presentations:**

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

#### **D. Procurement Authority:**

| Non-Continuing Contract: Professional services needed for a planning or study activity where the fee for the professional services exceed \$35,000, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA).

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

County Funds

**F. Projected Schedule:**

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **TBD** at **Enter Time**.

Final Evaluation Meeting (Sunshine Meeting): **TBD** at **Enter Time**.

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

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

**G. Project Manager Information:**

Project Manager: Lary Mahoney, Director of Real Estate Development

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

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

# Evaluation Criteria Response Form

The completed Evaluation Criteria Response Form should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation or deem vendor non-responsible.

## **Evaluation Criteria Response Form:**

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

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

## **Evaluation Criteria Response Form (Supplemental Information):**

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

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

# Evaluation Criteria Response Form

<b>RFP/RLI/RFQ Number and Title</b>	<b>PNC2116748P1 - BB&amp;T Center Property Master Planning</b>
<b>Vendor Name</b>	
<b>Vendor Address</b>	
<b>Evaluation Criteria</b>	<b>Vendor Response</b>
<p><b>1. Ability of Professional Personnel (Other Than Lead Architect/Planner):</b> <b>Max Number of Points 5</b> Include resumes for the Project Manager, Lead Architect/Planner and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project. <b><u>POINTS VALUE 5</u></b></p>	
<p><b>2. Project Approach (Philosophy and Design Intent): Max Number of Points 20</b> A. Describe the firm's approach and its familiarity with key issues, conditions and expected challenges. Such as: working around an existing building that may become obsolete within ten years and be demolished; designing pedestrian circulation that is separated from vehicular circulation; complex service issues (trash removal, delivery services for supplies, food, mail, taxi and ride share drop off and pick-up, hotel access and service); and the future need for parking may drastically change due to automated cars. Describe experience and provide specific examples of how you may have dealt with these issues in a phased mixed-use project. <b><u>POINTS VALUE 4</u></b></p>	
<p>B. Describe the firm's experience with phased urban mixed-use projects, specifically addressing how is construction done on future phases so that the impact to present residents, tenants and guests are minimized. <b><u>POINTS VALUE 5</u></b></p>	
<p>C. Describe the firm's approach and its familiarity in designing for sustainability, resiliency and climate change issues that Broward County must deal with. <b><u>POINTS VALUE 1</u></b></p>	
<p>D. How has the firm addressed pedestrian circulation in sub-tropical climates? <b><u>POINTS VALUE 1</u></b></p>	
<p>E. Describe the firm's approach to design that helps create better health and wellness for its residents, tenants and guests. <b><u>POINTS VALUE 1</u></b></p>	



<p>F. Describe your experience and provide specific examples of a variety of professional planning services related to the implementation of projects identified within an urban mixed-use Master Plan including Economic/Feasibility Planning, Cost Analysis, Facilities Infrastructure Analysis and Evaluations, Parking Analysis (including the future of parking garages with the coming of automated vehicles), and Traffic Analysis.</p> <p><b><u>POINTS VALUE 8</u></b></p>	
<p><b>3. Past Performance: Max Number of Points 40</b></p> <p>A. Describe the firm's qualifications and relevant experience and provide specific examples of phased <i>urban</i> mixed-use master planning projects that includes at least three of the following mid-rise to high-rise components: Four star or greater hotels; Class "A" to Class "B+" office buildings; multifamily residential buildings; and some retail to support the residential and office tenants. Provide a minimum of five projects with references. Preference in scoring will be given projects of similar nature and scope and to those that have been successfully completed. Suburban mixed-use project where buildings are surrounded by surface parking will not be considered. Provide written and graphic descriptions along with any photographs of these projects.</p> <p><b><u>POINTS VALUE 20</u></b></p>	
<p>B. Describe the firm's experience in designing Four Star and higher rated mid-rise and high-rise hotels in urban settings with structured parking. Provide a minimum of five projects with references. Preference will be given in scoring to those hotels that have been successfully completed. Provide written and graphic descriptions along with any photographs of these projects.</p> <p><b><u>POINTS VALUE 5</u></b></p>	
<p>C. Describe the firm's experience in designing Class "A" and Class "B+" mid-rise and high-rise office buildings in urban settings with structured parking. Provide a minimum of five projects with references. Preference will be given in scoring to those office buildings that have been successfully completed. Provide written and graphic descriptions along with any photographs of these projects.</p> <p><b><u>POINTS VALUE 5</u></b></p>	
<p>D. Describe the firm's experience in designing mid-rise and high-rise multifamily residential buildings in urban settings with structured parking. Provide a minimum of five projects with references. Preference will be given in scoring to those multifamily residential buildings that have been successfully completed as well as those multifamily residential buildings that have included a work force housing component. Provide written and graphic descriptions along with any photographs of these projects.</p> <p><b><u>POINTS VALUE 5</u></b></p>	
<p>E. Describe the firm's experience in designing retail space in the ground floors of residential and office buildings. Priority will be given in scoring to those retail spaces that have been successfully completed. Provide written and graphic descriptions along with any photographs of these projects.</p> <p><b><u>POINTS VALUE 5</u></b></p>	

<p><b>4. Lead Architect's/Planner's Portfolio &amp; Profile: Max Number of Points 25</b></p> <p>If the Lead Architect/Planner is an individual, then the portfolio must include at least three urban mixed-use site planning projects done by the lead designer over the past ten years (each project should identify his or her specific role) and at least five completed urban mixed-use planning projects done by his or her firm over the past ten years. Each example must include the images and text description. The portfolio must also include a designer profile noting such facts as education, professional experience, design recognitions, and areas of responsibility and a statement of the lead designer's philosophy and design intent that incorporates an understanding of the design issues for the proposed project and a philosophy for approaching the project.</p> <p>If the Lead Architect/Planner is a team, then the portfolio must include at least two completed projects per discipline done over the past ten years by each of the lead designers on the team and representing the firm, a selection of at least five additional completed projects done over the past ten years. Each example must include images and text description. The portfolio must also include a lead designer profile that summarizes the background of all team members and a design philosophy and design intent statement that represents the perspective of the team as a whole.</p> <p>A. Lead Architect's/Planner's Portfolio - The portfolio should be thoughtfully arranged and composed of materials that demonstrate an understanding of the design issues to be addressed in this project. The exhibits should portray creative and appropriate response to County's criteria and needs, demonstrate design leadership, and clearly exemplify design excellence.</p> <p><b><u>POINTS VALUE 15</u></b></p>	
<p>B. Lead Architect's/Planner's Profile - The County will be looking for a breadth and depth of education and work experience as well as increasing responsibility for delivering the complexity and magnitude of the project the County has in mind.</p> <p><b><u>POINTS VALUE 10</u></b></p>	
<p><b>5. Location: Max Number of Points 5</b></p> <p>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.</p> <p><b><u>POINTS VALUE 5</u></b></p>	

<p><b>6. Willingness to Meet Time and Budget Requirements:</b> <b>Completion Date Requirement:</b> Six (6) Months <b>YES = 1 Point NO = 0 Points</b> <b>Project Budget:</b> \$350,000 <b>YES = 1 Point NO = 0 Points</b> <b>Points Value: 2</b></p>	
<p><b>7. Volume of Previous Work:</b> Refer to <b>Volume of Previous Work Attestation Form</b> and the <b>Volume of Previous Work Attestation Joint Venture Form</b> and submit as instructed. The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Three points will be allocated to Vendors paid \$0 - \$3,000,000; 2 Points will be allocated to Vendors paid \$3,000,001 - \$7,500,000; 1 Point will be allocated to Vendors paid \$7,500,001 - \$10,000,000; 0 Points will be allocated to Vendors paid over \$10,000,000). Payments for prime Vendor will be verified by the Purchasing Division. <b>Points Value: 3</b></p>	

# Vendor Questionnaire Form

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

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

<b>Solicitation Number :</b>		<b>PNC2116748P1</b>
<b>Title :</b>		<b>BB&amp;T Center Property Master Planning</b>
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	
	If Corporation, Specify the State of Incorporation	

	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	<input type="radio"/> Yes <input type="radio"/> No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by _____% or decreased the pricing by _____%.	Click response	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
	If Yes, provide detailed response	

## STANDARD CERTIFICATIONS

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

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

#### **Cone of Silence Requirement Certification:**

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

The Vendor hereby certifies that: (check each box)

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

#### **Drug-Free Workplace Requirements Certification:**

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;



4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - a. Taking appropriate personnel action against such employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

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

**Non-Collusion Certification:**

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

The Vendor hereby certifies that: (select one)

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

**Public Entities Crimes Certification:**

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

The Vendor hereby certifies that: (check box)

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

**Scrutinized Companies List Certification:**

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

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

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

\*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

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

**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:

**LITIGATION HISTORY FORM**

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

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

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

Vendor Name:

**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:



**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:

**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:

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

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

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

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:
1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
  2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
  3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
  4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
  5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
  6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on



the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

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

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

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

**Vendor Information:**

Vendor Name:

Vendor's address listed in its submittal is:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



Broward County Board of  
County Commissioners

Bid PNC2116748P1

**AUTHORIZED  
SIGNATURE/ NAME**

**TITLE**

**COMPANY**

**DATE**

|

### DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

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

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

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

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
  - The Vendor 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**

**VOLUME OF PREVIOUS WORK ATTESTATION FORM**

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

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

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

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

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

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

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

Vendor Name:

Authorized Signature/ Name

Title

Date

**VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM**

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

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

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

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

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

Vendor Name:

Authorized Signature/ Name

Title

Date

### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

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

- 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:

-

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:



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County Commissioners

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3. 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:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

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

**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 must be returned with 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 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.

<b>AUTHORIZED SIGNATURE/ NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>

Broward County Board of  
County Commissioners

Bid PNC2116748P1

|

### **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:

**No. TBD and BB&T Center Property Master Planning**

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: \_\_\_\_\_

Broward County Board of  
INSURANCE REQUIREMENTS

Bid PNC2116748P1

**Project: BB&T Center Property Master Planning**

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	\$1,000,000	\$2,000,000
			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	\$500,000	
<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	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input type="checkbox"/> <b>CYBER LIABILITY</b>	☐	☐	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A	☑	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$25 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	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

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

Digitally signed by  
 COLLEEN A. POYNALL  
 DN: cn=Colleen A. Poinall, o=Broward County, ou=Organization, ou=HRCC, ou=HR, ou=HRIS, cn=COLLEEN A. POYNALL  
 Date: 2018.04.19 10:46:07 -0400

Risk Management Division

## Question and Answers for Bid #PNC2116748P1 - BB&T Center Property Master Planning (CCNA)

### Overall Bid Questions

There are no questions associated with this bid.