

## **Solicitation GEN2117482P1**

### **Agent Broker OCIP Services for Convention Center Expansion and Hotel Project**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid GEN2117482P1

### Agent Broker OCIP Services for Convention Center Expansion and Hotel Project

Bid Number	GEN2117482P1
Bid Title	Agent Broker OCIP Services for Convention Center Expansion and Hotel Project
Bid Start Date	In Held
Bid End Date	Mar 13, 2019 5:00:00 PM EDT
Question & Answer End Date	Mar 5, 2019 2:00:00 PM EST
Bid Contact	Maryann Berchiolli 954-357-6284 mberchiolli@broward.org
Bid Contact	Leahann Licata 954-357-6082 llicata@broward.org
Contract Duration	5 years
Contract Renewal	5 annual renewals
Prices Good for	120 days
Pre-Bid Conference	Feb 22, 2019 2:00:00 PM EST Attendance is optional Location: Broward County Governmental Center 115 South Andrews Avenue Fort Lauderdale, FL 33301 Room: To Be Determined Attendance at the pre-submittal meeting is optional. This information session presents an opportunity for proposers to clarify any concerns regarding the solicitation's requirements. The vendor is cautioned that, although the pre-submittal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have attended the pre-submittal meeting. If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.
Bid Comments	<b>Request For Proposal No. GEN2117482P1</b> <b>Scope of Work:</b> Broward County seeks Agent/Broker services to assist its Risk Management Division and County Agencies with the Administration, Safety Oversight, and Agent/Broker services of an Owner Controlled Insurance Program (OCIP) for the design and construction of County's Convention Center Expansion and Convention Center Hotel Project (refer to Scope of Work for additional information). <b>Goal Participation:</b> This solicitation is open to the general marketplace. <b>County/State License Requirements:</b> In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess a specified license at the time of submittal (refer to Special Instructions for requirements). <b>Questions and Answers:</b> 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 BidSync.

Vendors are responsible for obtaining all addenda related to this solicitation.

**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 response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

**Item Response Form**

**Item** GEN2117482P1--01-01 - Group 1 - Broker Administrative Fees: Year 1 - OCIP Program Administration/Management Services

**Lot Description** Broker Administrative Fees

**Quantity** 1 year

**Unit Price**

**Delivery Location** **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 1 - OCIP Program Administration/Management Services  
 Enter the total annual cost for OCIP Program Administration/Management Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

**Item** GEN2117482P1--01-02 - Group 1 - Broker Administrative Fees: Year 2 - OCIP Program Administration/Management Services

**Lot Description** Broker Administrative Fees

**Quantity** 1 year

**Unit Price**

**Delivery Location** **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 2 - OCIP Program Administration/Management Services  
 Enter the total annual cost for OCIP Program Administration/Management Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--01-03 - Group 1 - Broker Administrative Fees: Year 3 - OCIP Program Administration/Management Services**

Lot Description **Broker Administrative Fees**

Quantity **1 year**

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 3 - OCIP Program Administration/Management Services

Enter the total annual cost for OCIP Program Administration/Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--01-04 - Group 1 - Broker Administrative Fees: Year 4 - OCIP Program Administration/Management Services**

Lot Description **Broker Administrative Fees**

Quantity **1 year**

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 4 - OCIP Program Administration/Management Services

Enter the total annual cost for OCIP Program Administration/Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--01-05 - Group 1 - Broker Administrative Fees: Year 5 - OCIP Program Administration/Management Services**

Lot Description **Broker Administrative Fees**

Quantity **1 year**

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210

FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 5 - OCIP Program Administration/Management Services

Enter the total annual cost for OCIP Program Administration/Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

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Item	<b>GEN2117482P1--02-01 - Group 2 - Claims Program Management Fees: Year 1 - Claims Management Services</b>
Lot Description	Claims Program Management Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 1 - Claims Management Services

Enter the total annual cost for Claims Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

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Item	<b>GEN2117482P1--02-02 - Group 2 - Claims Program Management Fees: Year 2 - Claims Management Services</b>
Lot Description	Claims Program Management Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 2 - Claims Management Services

Enter the total annual cost for Claims Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

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Item	<b>GEN2117482P1--02-03 - Group 2 - Claims Program Management Fees: Year 3 - Claims Management Services</b>
Lot Description	Claims Program Management Fees

Quantity **1 year**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 3 - Claims Management Services

Enter the total annual cost for Claims Management Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--02-04 - Group 2 - Claims Program Management Fees: Year 4 - Claims Management Services**  
 Lot Description **Claims Program Management Fees**  
 Quantity **1 year**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 4 - Claims Management Services

Enter the total annual cost for Claims Management Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--02-05 - Group 2 - Claims Program Management Fees: Year 5 - Claims Management Services**  
 Lot Description **Claims Program Management Fees**  
 Quantity **1 year**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Enter the total annual cost for Claims Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item	<b>GEN2117482P1--03-01 - Group 3 - Safety and Loss Control Program Fees: Year 1 - Safety and Loss Control Management Services</b>
Lot Description	Safety and Loss Control Program Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 1 - Safety and Loss Control Management Services

Enter the total annual cost for Safety and Loss Control Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal

Item	<b>GEN2117482P1--03-02 - Group 3 - Safety and Loss Control Program Fees: Year 1 - On-site Safety Personnel, Full-time (Each person)</b>
Lot Description	Safety and Loss Control Program Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 1 - On-site Safety Personnel, Full-time (Each person)

Enter the total annual per person cost for On-site Safety Personnel, Full-time (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal

Item	<b>GEN2117482P1--03-03 - Group 3 - Safety and Loss Control Program Fees: Year 2 - Safety and Loss Control Management Services</b>
Lot Description	Safety and Loss Control Program Fees
Quantity	1 year
Unit Price	<input type="text"/>

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 2 - Safety and Loss Control Management Services

Enter the total annual cost for Safety and Loss Control Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal

Item **GEN2117482P1--03-04 - Group 3 - Safety and Loss Control Program Fees: Year 2 - On-site  
Safety Personnel, Full-time (Each person)**

Lot Description Safety and Loss Control Program Fees

Quantity 1 year

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 2 - On-site Safety Personnel, Full-time (Each person)

Enter the total annual per person cost for On-site Safety Personnel, Full-time (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal

Item **GEN2117482P1--03-05 - Group 3 - Safety and Loss Control Program Fees: Year 3 - Safety  
and Loss Control Management Services**

Lot Description Safety and Loss Control Program Fees

Quantity 1 year

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 3 - Safety and Loss Control Management Services

Enter the total annual cost for Safety and Loss Control Management Services.



Include a breakdown of the cost on a separate sheet and submit with your proposal

**Item** GEN2117482P1--03-06 - Group 3 - Safety and Loss Control Program Fees: Year 3 - On-site Safety Personnel, Full-time (Each person)

**Lot Description** Safety and Loss Control Program Fees

**Quantity** 1 year

**Unit Price**

**Delivery Location** **Broward County Board of County Commissioners**  
RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 3 - On-site Safety Personnel, Full-time (Each person)

Enter the total annual per person cost for On-site Safety Personnel, Full-time (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal

**Item** GEN2117482P1--03-07 - Group 3 - Safety and Loss Control Program Fees: Year 4 - Safety and Loss Control Management Services

**Lot Description** Safety and Loss Control Program Fees

**Quantity** 1 year

**Unit Price**

**Delivery Location** **Broward County Board of County Commissioners**  
RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 4 - Safety and Loss Control Management Services

Enter the total annual cost for Safety and Loss Control Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal

**Item** GEN2117482P1--03-08 - Group 3 - Safety and Loss Control Program Fees: Year 4 - On-site Safety Personnel, Full-time (Each person)

**Lot Description** Safety and Loss Control Program Fees

**Quantity** 1 year

**Unit Price**

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 4 - On-site Safety Personnel, Full-time (Each person)

Enter the total annual per person cost for On-site Safety Personnel, Full-time (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal

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Item	<b>GEN2117482P1--03-09 - Group 3 - Safety and Loss Control Program Fees: Year 5 - Safety and Loss Control Management Services</b>
Lot Description	Safety and Loss Control Program Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 5 - Safety and Loss Control Management Services

Enter the total annual cost for Safety and Loss Control Management Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal

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Item	<b>GEN2117482P1--03-10 - Group 3 - Safety and Loss Control Program Fees: Year 5 - On-site Safety Personnel, Full-time (Each person)</b>
Lot Description	Safety and Loss Control Program Fees
Quantity	1 year
Unit Price	<input type="text"/>
Delivery Location	<b>Broward County Board of County Commissioners</b> <u>RM0046</u> RISK MANAGEMENT ROOM 210 PHONE: (954)357 7200 115 S ANDREWS AVENUE GOVERNMENTAL CENTER, RM 210 FORT LAUDERDALE FL 33301 Qty 1

**Description**

Year 5 - On-site Safety Personnel, Full-time (Each person)

Enter the total annual per person cost for On-site Safety Personnel, Full-time (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal

Item **GEN2117482P1--04-01 - Group 4 - Risk Management Information System: Year 1 - RMIS System Services**

Lot Description Risk Management Information System

Quantity 1 year

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
 Qty 1

**Description**

Year 1 - RMIS System Services

Enter the total annual cost for RMIS System Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--04-02 - Group 4 - Risk Management Information System: Year 2 - RMIS System Services**

Lot Description Risk Management Information System

Quantity 1 year

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
 Qty 1

**Description**

Year 2 - RMIS System Services

Enter the total annual cost for RMIS System Services.  
 Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--04-03 - Group 4 - Risk Management Information System: Year 3 - RMIS System Services**

Lot Description Risk Management Information System

Quantity 1 year

Unit Price

Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL

CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 3 - RMIS System Services  
Enter the total annual cost for RMIS System Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--04-04 - Group 4 - Risk Management Information System: Year 4 - RMIS System Services**  
 Lot Description Risk Management Information System  
 Quantity 1 year  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
 Qty 1

**Description**

Year 4 - RMIS System Services  
Enter the total annual cost for RMIS System Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--04-05 - Group 4 - Risk Management Information System: Year 5 - RMIS System Services**  
 Lot Description Risk Management Information System  
 Quantity 1 year  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
RM0046  
 RISK MANAGEMENT  
 ROOM 210 PHONE: (954)357 7200  
 115 S ANDREWS AVENUE GOVERNMENTAL  
 CENTER, RM 210  
 FORT LAUDERDALE FL 33301  
 Qty 1

**Description**

Year 5 - RMIS System Services  
Enter the total annual cost for RMIS System Services.  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--05-01 - Group 5 - Workers Compensation: Year 1 - Workers Compensation Enrollee Rate (Each person)**  
 Lot Description Workers Compensation  
 Quantity 1 year  
 Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 1 - Workers Compensation Enrollee Rate (Each person)

Enter the total annual per person cost for Workers Compensation Enrollee Rate (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--05-02 - Group 5 - Workers Compensation: Year 2 - Workers Compensation Enrollee Rate (Each person)**

Lot Description Workers Compensation

Quantity 1 year

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 2 - Workers Compensation Enrollee Rate (Each person)

Enter the total annual per person cost for Workers Compensation Enrollee Rate (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--05-03 - Group 5 - Workers Compensation: Year 3 - Workers Compensation Enrollee Rate (Each person)**

Lot Description Workers Compensation

Quantity 1 year

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Year 3 - Workers Compensation Enrollee Rate (Each person)

Enter the total annual per person cost for Workers Compensation Enrollee Rate (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--05-04 - Group 5 - Workers Compensation: Year 4 - Workers Compensation Enrollee Rate (Each person)**

Lot Description **Workers Compensation**

Quantity **1 year**

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 4 - Workers Compensation Enrollee Rate (Each person)  
Enter the total annual per person cost for Workers Compensation Enrollee Rate (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--05-05 - Group 5 - Workers Compensation: Year 5 - Workers Compensation Enrollee Rate (Each person)**

Lot Description **Workers Compensation**

Quantity **1 year**

Unit Price

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
**Qty 1**

**Description**

Year 5 - Workers Compensation Enrollee Rate (Each person)  
Enter the total annual per person cost for Workers Compensation Enrollee Rate (Each person).  
Include a breakdown of the cost on a separate sheet and submit with your proposal.

Item **GEN2117482P1--06-01 - Group 6 - Yearly Insurance Placement Commission: General Liability and Excess Liability Coverages Fee**

Lot Description **Yearly Insurance Placement Commission**

Quantity **1 year**

Unit Price

Enter the stated percentage rate provided.

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

RM0046  
RISK MANAGEMENT

ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Yearly Percentage-Rate Fee for Placement of General Liability and Excess Liability Coverages

**Note: Yearly insurance placement fee will be calculated based on a hypothetical insurance amount of \$1,000,000.00 (one million) at the stated percentage rate provided, with a maximum deductible of \$250,000.00. The Third-Party Administrator Liability Claims Fee (LCF) should be included within the deductible.**

Example:

If Vendor's stated percentage rate is 5%; then

Enter \$50,000.00 on the Item Response Form in the Unit Price section (i.e. 5% of \$1,000,000.00 = \$50,000.00), and  
Indicate the stated percentage (%) rate provided in the blank space under the Unit Price.

Based on this example, your entry would look like this:

Quantity: 1 year  
Unit Price: \$50,000.00  
Stated Percentage  
Rate Provided: 5%

Item **GEN2117482P1--06-02 - Group 6 - Yearly Insurance Placement Commission: Pollution Liability Coverage Fee**

Lot Description Yearly Insurance Placement Commission

Quantity 1 year

Unit Price

Enter the stated percentage rate provided.

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Yearly Percentage-Rate Fee for Placement of Pollution Liability Coverage

**Note: Yearly insurance placement fee will be calculated based on a hypothetical insurance amount of \$1,000,000.00 (one million) at the stated percentage rate provided, with a maximum deductible of \$250,000.00. The Third-Party Administrator Liability Claims Fee (LCF) should be included within the deductible.**

Example:

If Vendor's stated percentage rate is 5%; then

Enter \$50,000.00 on the Item Response Form in the Unit Price section (i.e. 5% of \$1,000,000.00 = \$50,000.00), and  
Indicate the stated percentage (%) rate provided in the blank space under the Unit Price.

Based on this example, your entry would look like this:

Quantity: 1 year  
Unit Price: \$50,000.00  
Stated Percentage  
Rate Provided: 5%

**Item** GEN2117482P1--06-03 - Group 6 - Yearly Insurance Placement Commission: Professional Liability & Owners Protective Professional Indemnity Coverages Fee

**Lot Description** Yearly Insurance Placement Commission

**Quantity** 1 year

**Unit Price**

Enter the stated percentage rate provided.

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1

**Description**

Yearly Percentage-Rate Fee for Placement of Professional Liability and Owners Protective Professional Indemnity Coverages

**Note: Yearly insurance placement fee will be calculated based on a hypothetical insurance amount of \$1,000,000.00 (one million) at the stated percentage rate provided, with a maximum deductible of \$250,000.00. The Third-Party Administrator Liability Claims Fee (LCF) should be included within the deductible.**

**Example:**

If Vendor's stated percentage rate is 5%; then

Enter \$50,000.00 on the Item Response Form in the Unit Price section (i.e. 5% of \$1,000,000.00 = \$50,000.00), and

Indicate the stated percentage (%) rate provided in the blank space under the Unit Price.

Based on this example, your entry would look like this:

Quantity: 1 year  
Unit Price: \$50,000.00  
Stated Percentage  
Rate Provided: 5%

**Item** GEN2117482P1--06-04 - Group 6 - Yearly Insurance Placement Commission: Builder's Risk Coverage Fee

**Lot Description** Yearly Insurance Placement Commission

**Quantity** 1 year

**Unit Price**

Enter the stated percentage rate provided.

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

RM0046  
RISK MANAGEMENT  
ROOM 210 PHONE: (954)357 7200  
115 S ANDREWS AVENUE GOVERNMENTAL  
CENTER, RM 210  
FORT LAUDERDALE FL 33301  
Qty 1



**Description**

Yearly Percentage-Rate Fee for Builder's Risk Coverage

**Note: Yearly insurance placement fee will be calculated based on a hypothetical insurance amount of \$1,000,000.00 (one million) at the stated percentage rate provided, with a maximum deductible of \$250,000.00. The Third-Party Administrator Liability Claims Fee (LCF) should be included within the deductible.**

Example:

If Vendor's stated percentage rate is 5%; then

Enter \$50,000.00 on the Item Response Form in the Unit Price section (I.e. 5% of \$1,000,000.00 = \$50,000.00), and

Indicate the stated percentage (%) rate provided in the blank space under the Unit Price.

Based on this example, your entry would look like this:

Quantity:	1 year
Unit Price:	\$50,000.00
Stated Percentage	
Rate Provided:	5%

## SCOPE OF WORK

### **AGENT/BROKER OWNER CONTROLLED INSURANCE PROGRAM (OCIP) SERVICES FOR CONVENTION CENTER EXPANSION AND HOTEL PROJECT**

#### **1. GENERAL INFORMATION AND BACKGROUND**

- 1.1. Broward County ("County") seeks Agent/Broker services to assist its Risk Management Division and County Agencies with the Administration, Safety Oversight, and Agent/Broker services of an Owner Controlled Insurance Program ("OCIP") for the design and construction of County's Convention Center Expansion and Convention Center Hotel ("Project").
- 1.2. Since its opening in 1991, the Greater Fort Lauderdale/Broward County Convention Center has played host to more than 6,000 events of all types and sizes, with more than 5 million guests booking thousands of hotel rooms, filling local restaurants, keeping retailers and transportation companies busy, and engaging the services of a host of local vendors, from food and beverage purveyors to electricians and other trades. The Broward County Commission has embarked on a landmark project to expand the size of the Broward County Convention Center and adding a new on-site headquarters hotel.
- 1.3. The Convention Center expansion Project is anticipated to add an additional 525,000+ square feet of meeting space and an upscale 800-room headquarters hotel. The combined effect of the expansion and new hotel with public spaces and waterfront amenities is expected to bolster the local economy by more than \$100 million a year, by attracting more convention center and trade show business, increasing tourism and creating jobs in Broward County.
- 1.4. For additional information on this Capital Improvement Project: (LINK <http://www.broward.org/CCExpansion/Pages/Default.aspx>)
- 1.5. County has entered into a development agreement with Matthews Holdings Southwest, Inc. ("Developer") for the development of the Project. The Project has a currently estimated construction value of \$850 million. Construction of the Project is currently estimated to be substantially completed by 2025 but may require Agent/Broker services after completion of construction.
- 1.6. The County intends to award a five (5) year contract, with an additional five (5) one-year options to renew beyond the initial term, at County's sole discretion, until full completion of the Project. The selected Agent/Broker will provide broker services until the OCIP is considered closed and final, which may continue for a period of time after the design and construction of each portion of the Project insured through the OCIP is completed. The County intends to award the contract to the responsive, responsible proposer whose proposal is determined by County to be the most advantageous to County.
- 1.7. The purpose of this Solicitation is to contract with one Agent/Broker to provide Services. The purpose of this Solicitation is not to market the Services at this time. It is anticipated that the Services will include marketing

and managing, at a minimum, the coverages normally associated with an OCIP, which may include but are not limited to: general liability, workers' compensation, employers' liability, excess liability, professional liability, environmental pollution liability and builder's risk coverage, in addition to other coverages and services as requested by County ("Services"). The Agent/Broker will work with the County to identify, develop and further refine the insurance needs of the Project. At the County's discretion, other insurance coverages and/or services may be included. Services will be provided on an as-needed basis at the request of the County.

- 1.8. This RFP is intended to qualify an Agent/Broker of record with expertise in handling/marketing insurance programs for medium and large governmental entities. Services, functions or responsibilities not specifically described in this RFP that are such an inseparable part of the work that exclusion would render performance by the Agent/Broker illogical, impractical, or unconscionable are deemed to be implied by and included within the scope of services to the same extent and in the same manner as if specifically described in this RFP.
- 1.9. County is a political subdivision of the State of Florida. County is governed by the provisions of its Charter (the "Charter") as amended – originally adopted by the citizens of the County on November 5, 1974. Under the Charter, County functions as a home-rule government consistent with the provisions of the Florida Constitution and the general laws of the State of Florida. County is governed by an elected nine-member Board of County Commissioners (the "Board"). The Board is the legislative and policy-making body of County. Each of the Commissioners is elected from a separate district. Elections of Commissioners are held every two years for staggered four-year terms. Annually, the Board elects a Mayor who serves as its presiding officer. The Board appoints the County Administrator who is County's chief executive officer.
- 1.10. The County Administrator implements the policies of the Board, provides organizational leadership, directs business, and administrative procedures. The Board is governed by Florida Statutes and the County Charter.
- 1.11. The County's Risk Management Division is a part of the Finance and Administrative Services Department and is responsible for managing and administering the County's safety and insurance programs. Risk Management is responsible for County's overall risk management program, which includes management of County's self-insurance and purchased insurance programs, safety and occupational health programs, claims administration programs, as well as an insurance and contracts section which manages the insurance requirements in County procurements and contracts. The Risk Management Division is responsible for preserving County's assets and resources by developing and administering risk transfer, retention and reduction policies, programs and techniques.
- 1.12. The following words contained in this solicitation are interchangeable: bid, submittal, proposal, Request for Proposal (RFP).

## **2. SCOPE OF SERVICES**

- 2.1. The specific tasks to be performed by the selected Agent/Broker for the OCIP include but may not be limited to the following:
  - 2.1.1. Development and Administration of OCIP Program
  - 2.1.2. Insurance Brokerage Services
  - 2.1.3. Claims Management Services
  - 2.1.4. Safety and Loss Control Services
  - 2.1.5. Risk Management Information System Services
- 2.2. **Development and Administration of OCIP Program** - Working in conjunction with the County and for County's benefit, the proposer selected as Agent/Broker shall:
  - 2.2.1. Design, Market, Price and Implement OCIP coverages; Develop OCIP as required by this RFP to be ready no later than thirty (30) days from issuance of Notice to Proceed by County.
  - 2.2.2. Develop OCIP Program Manual, including contractor procedures and instructions, work commandment and termination procedures, and provide the manual to Project architects and engineers, construction managers, and subcontractors of every tier; explain the OCIP Program to Developer and its architects, engineers, contractors and subcontractors, and assist in preparing forms, and deducting bid credits.
  - 2.2.3. Ensure the OCIP complies with all relevant laws and regulations; Staff and administer the OCIP in compliance with the laws of the State of Florida.
  - 2.2.4. Make sufficient and appropriate personnel available to the County in order to respond to questions, concerns, or needs about any OCIP-related matter within twenty-four (24) hours of a request by County, including administration of contractor relations.
  - 2.2.5. Have qualified senior-level personnel available to respond to questions, attend Board of County Commission meetings and Project related workshops (whether in person or via telephone), as requested by County
  - 2.2.6. Review bid and construction documents for language concerning the OCIP, safety program, award program and insurance, and make recommendations as appropriate; coordinate with the County Attorney's Office and Developer concerning insurance contract terms and conditions to be included in the contracts of architects and engineers, construction managers, and subcontractors of every tier; review and recommend construction and bid documents language pertaining to vendors and suppliers as needed.

- 2.2.7. Analyze Project hazards and recommend appropriate levels of risk retention and transfer as needed to protect County from financial, reputational or other loss.
- 2.2.8. Evaluate insurer offerings and identify the best OCIP insurance solutions including appropriate coverage, policy limits, and risk-financing structure.
- 2.2.9. Recommend the means to fund the security requirements associated with deductibles or self-insured limits included within the program design as applicable; survey potential insurance underwriters to determine market receptivity of OCIP.
- 2.2.10. Perform all site review and data gathering necessary to prepare underwriting submissions to OCIP insurance markets; collect payroll and other required reports from contractors and subcontractors and submit to underwriters as required; County should be provided a monthly report of all reported payroll.
- 2.2.11. Negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverage; obtain competitive proposals from qualified insurers and prepare final underwriting submissions for each line of insurance selected; host an underwriter forum or meeting prior to placement negotiations, if requested by County; bind coverage upon direction of County.
- 2.2.12. Receive and review all master insurance policies, binders, certificates, endorsements or other documents and provide County, along with comments relating to areas of concern, possible improvement, and alternative terms and conditions when the policies are forwarded to County; confirm that all negotiated coverage enhancements are provided and obtain revisions in documentation when needed.
- 2.2.13. Administer, review, and track all placements, binders, policies and endorsements to avoid lapses of coverage and verify conformance of policies with desired coverages to ensure adequacy of coverage.
- 2.2.14. Request, collect, and verify OCIP enrollment forms, off-site insurance documentation, policy rating pages, and inquire about sub-tiers from contractors.
- 2.2.15. Review Developer proposals and design a system to verify that Developer and its contractors have removed insurance costs from their charges, as appropriate, and account for savings to County; participate in negotiations when requested by County to assure that proper charges are deducted.
- 2.2.16. Review all contractors' bids and workers' compensation experience modification factors and make recommendations to County regarding inclusion or exclusion of each of Developer's consultants' and contractors' participation in the OCIP.

- 2.2.17. Obtain evidence and ensure compliance of any insurance not otherwise provided by OCIP that is purchased by Developer, its contractors, consultants and subcontractors; promptly notify County, Developer, and other entity as directed, of any changes to a contractor's insurance; provide additional information required by an enrolled contractor to ensure compliance with the program and to avoid any gaps in coverage; track certificates of insurance for offsite insurance of contractors/subcontractors covered under OCIP.
  - 2.2.18. Review all insurers' audits and verify their accuracy; verify compliance by Developer, its design builder and all other parties including consultants, with insurance requirements for exposures outside of the OCIP. Manage and audit change orders.
  - 2.2.19. Issue evidence of insurance and endorsements, as required, to third parties; issue insurance verification and copies of insurance policies to all enrolled contractors.
  - 2.2.20. Inform County of any market changes and recommend program changes as necessary to protect County's interests.
- 2.3. **Insurance Brokerage Services** - Working in conjunction with County and for the benefit of County, the selected Agent/Broker shall:
- 2.3.1. Amend or change policies in response to exposure changes or market conditions over the course of the Project.
  - 2.3.2. Coordinate and enroll contractors and subcontractors of any tier in the OCIP; issue binders, certificates of insurance and policies to all insured parties when required by County.
  - 2.3.3. Attend County risk management meetings, when requested by County, to provide a status report on the insurance placement negotiations through Project and OCIP completion; prepare cost reports that show both the OCIP cost as well as the contractor and subcontractor insurance bid deductions to monitor OCIP savings.
  - 2.3.4. Ensure that enrolled contractors and OCIP insurers accurately complete payroll audits; review and audit all data received from contractors; following a subcontractor's completion of work, review performance and quality, and calculate final insurance deductions.
  - 2.3.5. Produce and verify the accuracy of bills, audits, and any other premium adjustments; advance premium as required and forward monthly bills to County for payment; County and selected OCIP firm shall jointly develop a method or procedure to handle premium and claims payment over the course of the Project.
  - 2.3.6. Review OCIP insurance premium audits and final premium for accuracy; perform annual audits including but not limited to: applicable coverages, enrollment, exposure data, form verification, claims reporting, compliance with laws, and safety and loss control policies, while delineating the OCIP costs, verification of insurance

bills and OCIP premium adjustments.

- 2.3.7. Prepare and distribute monthly, quarterly, and annual reports to the County relevant to the operating and financial status of the OCIP; prepare and distribute final OCIP financial status report for each project in connection with (1) the County's Convention Center Expansion or (2) Convention Center Hotel portions of this Project; prepare a closeout report for the Project documenting savings realized on the Project.
- 2.3.8. Prepare and distribute monthly reports to the County to include but not limited to: (a) non-compliance; (b) OCIP enrollment; (c) rosters of enrolled and non-enrolled contractors, including start-up and completion dates and identifying general-subcontractor relationships; (d) payroll and labor hours by contractor; (e) compliance exception report identifying contractors not submitting required payroll, insurance compliance, enrollment or closeout forms; (f) contractor loss performance tied to payroll and labor hours; (g) summaries of safety write-ups, by contractor; and (h) applied deductibles and recoveries (by contractor and for third parties).

2.4. **Claims Management Services** - Working in conjunction with County and for the benefit of County, the selected proposer shall:

- 2.4.1. Develop, issue, distribute and maintain claims handling procedures and OCIP Claims Manual;
- 2.4.2. Evaluate claims reporting and processing procedures to address the Project's needs, make recommendations and manage implementation with approval of County. Evaluation should include but is not limited to: onsite or offsite medical or first aid provider in coordination with the Project, cost containment, structured settlements or other methods to reduce claim costs, adjusting procedures, , and procedures for the handling of claims arising from the Project but not insured under the OCIP.
- 2.4.3. Present claims to insurers for insured losses; provide or coordinate prompt payment or settlement of claims; report workers' compensation loss data to rating bureaus in a timely manner.
- 2.4.4. In accordance with County's procedures for handling claims, initiate adjusting services.
- 2.4.5. Provide a monthly summary to County of claims occurring the previous month. Summary should include but may not be limited to: the date, type of claim, cause of claim, paid cost, reserve cost, and total cost.
- 2.4.6. Hold quarterly claim review meetings with County to discuss status of all open claims, claim trends, aggregate cost to date, exposure changes and safety and loss control recommendations.
- 2.4.7. Provide claims and payroll information, by individual contractor, to the

State Worker's Compensation Rating Bureau for promulgation.

- 2.4.8 Develop a system to assure that claims are assigned to the contractor involved in the loss and to avoid claim allocation errors.
  - 2.4.9. Assist in claims investigations, claims administration, litigation management reserve analysis, and loss mitigation programs; assist in the timely adjustment and settlement of claims and losses and advise on coverage application to specific loss situations.
  - 2.4.10. Act as the liaison between the insured, Third Party Claims Administrators, Contractors/Subcontractors on all claims and incidences.
  - 2.4.11. Monitor loss runs to identify developing loss trends and recommend corrective action, as appropriate.
  - 2.4.12. Provide third-party recovery and subrogation management to the extent losses occur within any self-insured retention or program deductible.
  - 2.4.13. Manage all claims related to the OCIP program, as applicable, for three (3) years after final completion of the Project as that term "Final Completion" is defined in the Agreement between the contractor and developer of the Project.
  - 2.4.14. Manage contracts with medical, legal, surveillance and other necessary parties for the defense of claims, with approval of County.
  - 2.4.15. Determine eligibility, enroll, and establish close out procedures for all covered parties in the OCIP; distribute claim reporting procedures and forms to parties of any tier covered by OCIP.
  - 2.4.16. Submit claim reports to appropriate carrier(s) and to County; maintain accurate claim data on an accident date basis or as otherwise instructed by County.
  - 2.4.17. Provide reports regarding periodic review of claims, specific cases, reserving practices, reporting procedures and adequacy of claim statistics.
- 2.5. **Safety and Loss Control Services** - Working in conjunction with County and for the benefit of the County, the selected proposer shall:
- 2.5.1. Work with County to design and develop a safety and loss control program for the Project; Institute, conduct or develop training and educational programs for County, contractors and subcontractors as needed during the term of the Project.
  - 2.5.2. Assist, when requested by the County, in the development of a safety incentive program for contractors and subcontractors; Identify the need and provide a resource for safety training programs for their personnel.
  - 2.5.3. Assist, when requested by the County, in the development of an



- OCIP-specific emergency management and recovery plan for each project.
- 2.5.4. Ensure the OCIP complies with all relevant laws and regulations, including reporting, contractor safety screening and establishment of required programs.
  - 2.5.5. Recommend safety and loss control language to the County Attorney and Developer for all construction bid and contract documents, which may include: (a) authority to stop activities deemed imminently hazardous to employees, workers or the general public, (b) recommendations on selection of contractors and subcontractors based on safety performance, (c) insurance requirements, (d) safety programs, (e) cash incentives and/or safety recognition programs.
  - 2.5.6. Attend meetings (such as pre-bid, pre-construction, safety meetings, construction progress meetings, etc.) when requested by County, to ensure compliance is maintained and communicated.
  - 2.5.7. Provide full-time, on-site safety services to monitor contractors and subcontractors and ensure ongoing compliance of the Project with the safety and loss control program.
  - 2.5.8. Provide risk control services including exposure identification, evaluation, analysis and recommendations for appropriate controls.
  - 2.5.9. Provide physical site surveys and observations of the construction work to ensure regulatory agency and OCIP safety program compliance, and provided monthly reports to County.
  - 2.5.10. Provide on-site safety services to include routine safety inspections and incident/accident investigations. Assist and participate in the contractor's and subcontractor's accident investigations to assure the cause of the incident is determined and corrective measures are taken to prevent re-occurrence. Provide a report of findings within seven (7) calendar days of the completed inspection or investigation.
  - 2.5.11. Maintain a register of on-site safety violations, concerns and corrections, and provide a post Project "lessons learned report" to the County quarterly. Maintain OSHA records and provide at County's request. Project lessons learned report will be a written report deliverable consisting of at a minimum the main challenges faced and successes within the Project, how challenges were or could be overcome, recommendations to improve future programming of the Project, and successes of the Project.
  - 2.5.12. Review each contractor's site-specific safety plans and ensure that they meet or exceed the minimum requirements of the master safety plan including all applicable laws and regulations.
  - 2.5.13. Coordinate carrier loss control inspections. Negotiate with the selected carrier loss control services within the cost of the insurance

premium. If the carrier proposes specific number of hours for the Project these hours must be specifically identified and communicated to County prior to final negotiations. Coordinate carrier loss control inspections.

**2.6. Risk Management Information System Services** - Working in conjunction with County and for County's benefit , the selected proposer shall:

- 2.6.1. Develop a system to maintain or provide project data, claims data, enrollment tracking, FEMA-related data and loss information in a program with web-based functionality.
- 2.6.2. Provide OCIP Program Software that incorporates and interfaces with RMIS Software and OCIP data, including but not limited to project data, claims data, contractor/subcontractor enrollment and insurance tracking, FEMA-related data tracking, safety and loss control data, and payroll data.
- 2.6.3. Prepare monthly and annual reports summarizing enrollment performance, safety, claims, and other administrative activity and information as requested by County.
- 2.6.4. Maintain tracking logs that includes, but is not limited to, the following:
  - 2.6.4.1. An alphabetical listing of all contractors including contact information,
  - 2.6.4.2. Lists of contractors by tiers of relationships, contract date, start date and completion date,
  - 2.6.4.3. Insurance program coverage specifications, limits of liability, policy type, policy numbers and term, insurance policy register, including premium basis, deductions, and minimum premium requirements, if any,
  - 2.6.4.4. Underwriting data by experience modification,
  - 2.6.4.5. Estimated contract and payroll data listed by project or contractor, Labor classifications, rates and lower tier contractor cost and monthly payroll report,
  - 2.6.4.6. Exception reporting that identifies contractors who are not submitting required underwriting, data, applications, payroll reports, certificates of insurance and termination of work forms, an estimate by project, by contractor, of insurance costs and expected deductions;
  - 2.6.4.7. Project specific and total program financial reporting,
  - 2.6.4.8. Exposure based reporting, and review of costs associated with enrolled contractors by trade, and
  - 2.6.4.9. Program statistics by project, and by total program, for each project, contractor, subcontractor, and change orders.

- 2.6.5. Maintain and provide to County financial information, including development and trending of claims, reserves analysis, and retrospective analysis as appropriate, records of transactions and other information as appropriate.
- 2.6.6. Provide online access to the system and data to the County as requested.
- 2.6.7. Ensure all components of RMIS Software and OCIP Program Software adhere to industry best practices for data privacy, security and recovery measures and comply with all State and Federal Law including Florida Public Records Laws; provide documentation of such procedures and practices to County.
- 2.6.8. Ensure RMIS Software and OCIP Program Software comply with County encryption and data protection standards, including but not limited to the following:
  - 2.6.8.1. Wi-Fi protected access 2 (WPA2) Enterprise or higher; ensure that County has the ability to authenticate all access by username/password or two-factor authentication; provide County with the names and contract information for a security point of contact and a backup security point of contact to assist County with security incidents and report any breach to County within twenty-four (24) hours of becoming aware of same;
  - 2.6.8.2. Maintain controls to ensure separation of County data. Any County data must be available to County upon request within one (1) business day, in any format reasonably requested by County.
  - 2.6.8.3. Upon termination or expiration of the agreement or end of serviceable life of any media used, the Provider shall, at County's option, (a) securely destroy all media including media backups containing County data, or (b) return to County all County data and provide a signed certification documenting that no County data is retained by Provider in any format or media.

### **3. INSURANCE REQUIREMENTS**

- 3.1. There are two distinct areas of insurance coverages required for a contract resulting from this RFP:
  - 3.1.1. Minimum insurance requirements from the selected proposer, and
  - 3.1.2. OCIP-related insurance which shall be determined pursuant to the selected proposer's insurance recommendations and direction of County.

- 3.2. 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 proposer currently carries the required insurance or to submit a letter from proposer's carrier indicating it can provide the required insurance coverages. Final award shall be subject to receipt and acceptance by the County of proof of the selected proposer meeting all insurance requirements of the RFP.
- 3.3. Proposer shall ensure that "Broward County" is listed as an additional insured on all policies required under this section and shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the required insurance coverage.

#### **4. VENDOR COMPENSATION**

- 4.1. This RFP is solely for Agent/Broker services to be provided for the OCIP program for the Project.
- 4.2. Agent/Broker will provide the required services in consideration for a fee based on a percentage of the OCIP insurance costs. Certain costs will be incurred by the Agent/Broker in establishing the programs and processes necessary to deliver the services that are not necessarily recurring costs as the program moves from a start-up phase to maturity.
- 4.3. Additional components may be added to the Project at the request of the County, including but not limited to insurance coverages and services. Any compensation for additional components will be negotiated by the Parties in accordance with the terms of the agreement.
- 4.4. Method of Payment: Agent/Broker may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed.
- 4.5. Compensation to Intermediaries: Agent/Broker may utilize intermediaries such as a wholesale insurance broker, managing general underwriter or reinsurance broker for placement of County's insurance. The compensation received by the intermediary for such placements is to be no more than the following: London/Internationally-based and U.S. based intermediaries: 5.0% of premium placed by Agent/Broker for property insurance placement; Ancillary Insurance Placements per full disclosure by Agent/Broker and approval of County.
- 4.6. Agent/Broker shall disclose any and all sources of compensation whether direct or indirect, including but not limited to fees, commissions, return premium received by Agent/Broker and any affiliated and unaffiliated wholesaler/intermediary as it relates to Services in connection with this RFP shall be fully disclosed to County in the proposal for insurance for each line of coverage. Agent/Broker shall make such disclosure of compensation at time of placement of any insurance policy, and whenever requested to do so by County.

- 4.7. Contingent Commissions: Neither Agent/Broker nor its affiliates, shall accept any commissions or consideration directly or indirectly from any insurance company, underwriter, or other party that is paid or given on account of certain volume of business, commonly referred to as, "contingent commissions" if the insurance purchased by County with respect to the Scopes of Service is considered as part of such volume or type. It is the intent of the parties that Agent/Broker never receive in the aggregate more than the compensation set forth from all sources in connection with the performance set forth in the Scopes of Service.
- 4.8. Payment of Premiums: Premiums shall not be considered compensation to Agent/Broker. Agent/Broker shall forward all insurance premiums for coverage directly to the applicable carrier(s) in a timely manner and in strict accordance with all requirements of the applicable carrier(s).
- 4.9. Excess Premiums: Return of any excess premium payments are to be returned to County within fifteen (15) business days from the date Agent/Broker knows or should know of any excess premiums.
- 4.10. Agent/Broker shall invoice County on a quarterly basis, in arrears, 25% of the annual fee indicated.
- 4.11. Agent/Broker may also receive commissions of the premiums for coverage lines placed other than the workers' compensation, general liability and excess or umbrella liability coverages. These coverages may include, but are not limited to, contractor's pollution liability coverage, builder's risk coverage and owner's protective professional indemnity coverage.

## **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. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. 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 fraud, 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 in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- 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 required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

## 2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
- i. Balance sheets, income statements and annual reports; or
  - ii. Tax returns; or
  - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

### 3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.



- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

#### 4. **Affiliated Entities of the Principal(s)**

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

#### 5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

#### C. **Additional Information and Certifications**

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

##### 1. **Vendor Questionnaire**

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

##### 2. **Standard Certifications**

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

##### 3. **Subcontractors/Subconsultants/Suppliers Requirement**

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

#### D. **Standard Agreement Language Requirements**

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### **E. Evaluation Criteria**

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
  - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
  - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
  - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
  - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
  - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
  - b. The Selection or Evaluation Committee will either:
    - i. Rank shortlisted firms; or

- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

## **F. Demonstrations**

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

## **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. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

## **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 that 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. 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. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

## 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

### Agent/Broker OCIP Services for Convention Center Expansion and Hotel Project

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

#### A. Additional Responsiveness Criteria:

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

##### 1. Pricing: BidSync Item Response Form

Vendor's Pricing MUST be submitted on the Item Response Form electronically 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. The County will not consider solicitation responses received by other means.

Pricing submitted electronically is a matter of RESPONSIVENESS. Failure of the Vendor to complete and electronically submit pricing on the Item Response Form SHALL determine the Vendor to be NONRESPONSIVE to the solicitation.

i. If it is the intent of the Vendor to perform or provide any services or commodities at no cost to the County, then \$0.00 (zero) dollars MUST be referenced in the unit price field.

ii. In the event that pricing is required for multiple years, pricing for each year MUST be completed by the Vendor.

**DO NOT USE "N/A", "—" OR ANY OTHER SYMBOLS.**

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

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

##### 2. Domestic Partnership Act Requirement

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

#### B. Additional Responsibility Criteria:

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

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

Not applicable to this solicitation.

2. Licensing – in order to be considered a responsible Vendor for the scope of work, the Vendor shall possess the following license (including any specified State registration, if applicable) at the time of submittal:

- 2-20 Florida General Lines Agent License

Under this RFP solicitation the vendor is required to provide with the RFP submittal at the time of the RFP opening deadline, the 2-20 Florida General Lines Agent License. If the license is not provided with submittal, the Vendor must submit within three business days of County's request.

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.

### 3. Authority to Transact Insurance in Florida

a. A Vendor must have the authority to transact insurance in the State of Florida and be in good standing with the Florida Office of Insurance Regulation. For further information, contact the Florida Office of Insurance Regulation.

b. The County will review the Vendor's business status based on the information provided in response to this solicitation. Florida Office of Insurance Regulation Link to Search Records: Florida Office of Insurance Regulation.

c. It is the Vendor's responsibility to comply with all state and local business requirements.

d. Vendor should provide evidence of its active Florida Office of Insurance Regulation Company Code or NAIC Company Code.

e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact insurance in the State of Florida or show evidence of application for the authority to transact insurance in the State of Florida, upon request of the County.

f. A Vendor that is not in good standing with the Florida Office of Insurance Regulation at the time of a submission to this solicitation may be deemed non-responsible.

g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

### C. Standard Agreement Language Requirements:

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

<http://www.broward.org/Purchasing/Documents/bcf101.pdf> |

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

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

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

Not applicable to this solicitation.

**G. Procurement Authority:**

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

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

County Funds

**I. Projected Schedule:**

Initial Evaluation Meeting (Sunshine Meeting): To Be Determined (TBD)

Final Evaluation Meeting (Sunshine Meeting): To Be Determined (TBD)

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

**J. Project Manager Information:**

Project Manager: Wayne Fletcher, Director Risk Management Division  
Email: WFLETCHER@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

### Agent/Broker OCIP Services for Convention Center Expansion and Hotel Project

#### 1. Ability of Professional Personnel and Staffing Plan (Maximum 25 Points Value):

Describe the qualifications and relevant experience of the Project Manager and all key staff intended to work on the account, if awarded. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project. State the percentage of time the person will be allocating to the Project, as well as the role and specific functions the person will be responsible for in this Project.

Identify staff that will be designated to the Project's OCIP and the services to be provided. If proposer plans to use subcontractors or joint venture partners, then provide a profile of the staff of such subcontractors or joint venture partners and the services that each subcontractor or joint venture partner staff-person will provide. Include the names, titles, years of experience in the related field, work addresses, email addresses, telephone numbers, and the percentage of time each person that will be committed to providing services to County.

Include evidence of all required business licenses, professional certifications and other credentials, that the proposer possesses.

**1.1. Project Manager Qualifications (15 Points)** - In addition to providing the resume of the Project Manager, describe the specific qualifications (including education, designations and experience) of proposer's Project Manager that make this person qualified to perform and suitable for this project. State the percentage of time the person will be allocating to the Project, as well as the role and specific functions the person will be responsible for in this Project. Describe the person's experience with OCIPs, including experience with OCIPs for construction projects exceeding \$250 million, OCIPs for vertical building construction projects, and OCIPs administered for Florida governmental entities.

**1.2. Key Staff Qualifications (10 Points)** - In addition to providing the resumes of the key staff members, describe the specific qualifications (including education, designations and experience) of key staff members that make each staff member qualified to perform and suitable for this project. State the percentage of time the person will be allocating to the Project, as well as the role and specific functions the person will be responsible for in this Project. Describe the person's experience with OCIPs, including experience with OCIPs for construction projects exceeding \$250 million, OCIPs for vertical building construction projects, and OCIPs administered for Florida governmental entities.

#### 2. Project Approach (Maximum 25 Points Value):

Describe the proposer's approach and plan to satisfy all requirements of the Scope of Services to the project, including on-site services and staffing, demonstrated understanding of laws, rules and regulations and ability to verify compliance. Include how the proposer will use subconsultants in the project, if applicable. Include proforma of OCIP program savings anticipated under the proposer's approach.

**2.1. Understanding of the Scope of Work and Regulatory Compliance (10 Points) -** Describe proposer's understanding of the Scope of Services, approach and plan to satisfy all requirements of the Scope of Services in complete compliance with all federal, state and local laws, statutes, ordinances, rules and regulations. All deviations from this RFP and its requirements should be noted herein.

**2.2. Approach to providing OCIP Services (10 points) -** Provide a conceptual description of proposer's approach and plan to satisfy all requirements of the Scope of Services. Describe proposer's services which will be made available to County including, but not limited to: (a) development and management of OCIP Program including proposed strategies for structuring the OCIP, (b) insurance brokerage services, including access to major insurance companies and other potential markets, and demonstrated understanding of current market conditions, (c) safety and loss control services, (d) claims services, and (e) risk management information services (RMIS) system. The description of services should denote what services (if any) require additional cost to County. Include a description of how proposer will place required insurance policies, assist in the enrollment of contractors/subcontractors, monitor OCIP program performance, monitor contractor/subcontractor compliance, assess program costs/savings, assist County with development of contract language when requested to do so by the County Attorney, assist County with the development of program-related manuals and materials, and assist County with OCIP program training and education of contractors/subcontractors. Describe proposer's approach and plan to satisfy personnel requirements including management personnel and on-site safety/loss control personnel. All deviations from this RFP and its requirements should be noted herein.

**2.3 Marketing Strategy for the County's OCIP (5 points) -** Provide an overview of Proposer's marketing strategy for the County's OCIP, including how proposer plans to provide all the insurance Brokerage and OCIP program services required, a detailed technical plan for accomplishing the tasks to be performed as part of the "Scope of Services," and the proforma of OCIP savings to the County anticipated in its proposed OCIP program.

**3. Past Performance (Maximum 20 Points Value):**

Describe and provide evidence of proposer's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on-time and within budget, for the past three (3) years. Provide a minimum of three OCIP's with references.

Provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

Describe any prior experience your firm has had in assisting clients with FEMA-related claims and reimbursements. Provide information about proposer's history and organization, including but not limited to the number of employees, number of offices, and office locations.

- 3.1. Experience with OCIPs and Large Construction Projects (10 Points)** - References provided by proposer should include reference(s) for which proposer has provided services relating to the placement and servicing of an OCIP for large and/or vertical building construction projects, similar to those Project described in this RFP. Proposer should include information relating to the dates such services were provided, the total insured value of the similar project, the total construction value of the project(s) in the OCIP, the lines of coverage that were included in the OCIP program, and any unique factors attributed to the OCIP
- 3.2. Experience with Florida Government Insurance Programs (5 Points)** - References provided by proposer should include reference(s) that are Florida governmental entities for which proposer has provided and serviced insurance-related programs (i.e., workers' compensation, general liability, public officials liability, automobile, crime, etc.). Proposer should include information relating to the dates such services were provided and the types of coverage that proposer placed/serviced for such entity.
- 3.3 Experience with a Master OCIP (5 Points)** - Demonstrate proposer's ability to develop, market, implement, and administer a master OCIP, including construction related safety and loss control services, claims administration services, and insurance programs in a public-entity environment. Include experience in the development of master OCIPs for construction of public/institutional buildings during the past three (3) years.

**4. Workload of the Firm (5 Points Value):**

List all completed and active projects that proposer has managed within the past five years. In addition, list all projected projects that proposer will be working on in the near future. Projected projects will be defined as a project(s) that proposer has been awarded a contract but the Notice to Proceed has not been issued. Identify any projects that proposer worked on concurrently. Describe proposer's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how proposer dealt or will deal with the projects' challenges.

**5. Location (5 Points Value):**

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

A Proposer 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 Proposer not meeting all of the local business requirements will receive zero points. The following applies for a Proposer 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.

**6. Pricing (20 Points Value):**

Provide pricing for all line items within each of the 6 groups on the Item Response Form in BidSync.

The price entered for each line item is to be all inclusive. Provide proposer's proposed annual fee structure for the OCIP program services contemplated in this RFP, including any

fees/commissions for broker services, claims services, safety and loss control services, and any other applicable fees. Proposer will provide a fixed-fee for Development, Administration and Management of the OCIP program, Claims Management Services, Safety and Loss Control Program Services, and fixed- fee (per person) for personnel staffing needs including on-site Safety and Loss Control Personnel. Proposer will provide a proposed Workers' Compensation Enrollee Rate, and Broker Service Rate on Value of Construction for each type of insurance policy placed. Fixed-fees and percentage-based fees are to be provided for the entire 5-year initial term.

Be sure that the prices proposed are inclusive of all expenses and costs (ie. gas, travel, etc.).

The points available for Price will be calculated by comparing the grand total of all items within Groups 1 through 6.

The points awarded for price are calculated as described in the Standard Instructions for Vendors, Section E. Evaluation Criteria, 3.

In addition, include on a separate sheet and submit with your proposal a breakdown of the cost to perform all tasks described in this RFP including insurance Brokerage fees, an outline of anticipated OCIP costs and savings, percentage of fees/commissions for the services to be provided, and the cost of on-site safety and loss control personnel. |

<b>AGENT/BROKER OWNER CONTROLLED INSURANCE PROGRAM (OCIP) SERVICES FOR CONVENTION CENTER EXPANSION AND HOTEL PROJECT (SOLICITATION RFP GEN2117482P1)</b>					
<b><i>For Informational Purposes Only</i></b>					
<b>Fixed Fees</b>					
<b>Fee Description</b>		<b>5-Year Total</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Broker Administrative Fees	OCIP Program Administration/ Management Services	\$ _____			
Type in the Year One Fixed Admin Fee in words:					
<b>Fee Description</b>		<b>5-Year Total</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Claims Program Management Fees	Claims Management Services	\$ _____			
Type in the Year One Fixed Claims Management Services Fee in words:					
<b>Fee Description</b>		<b>5-Year Total</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Safety and Loss Control Program Fees	Safety and Loss Control Management Services	\$ _____			
	On-site Safety Personnel, Full-time (Each person)	\$ _____			
Type in the Year One Fixed Safety & Loss Control Management Services Fee in words:					
Type in the Year One Fixed On-Site Safety & Loss Control Personnel Fee (Per Person) in words:					
<b>Fee Description</b>		<b>5-Year Total</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Risk Management Information System	RMIS System Services	\$ _____	N/A		
Type in the Year One Fixed RMIS System Services Fee in words:					
<b>Fee Description</b>		<b>5-Year Total</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Workers Compensation	Workers Compensation Enrollee Rate (Each person)	\$ _____	N/A		
Type in the Year One Fixed Workers Compensation Enrollee Fee (Per Person) in words:					
<b>Percentage-Rate Fees</b>					
<b>Fee Description</b>		<b>5-Year Average</b>	<b>Proposer's Recommended Quantity (If Staffing)</b>	<b>Describe how the proposed fee/percentage is calculated. If "other" compensation structure or if proposed fee/percentage changes for optional renewal terms, please explain.</b>	
Insurance Placement (Based on Total Value of Construction)	General Liability and Excess Liability Coverages	_____ %	N/A		
Insurance Placement (Based on Total Value of Construction)	Pollution Liability Coverage	_____ %	N/A		
Insurance Placement (Based on Total Value of Construction)	Professional Liability and Owners Protective Professional Indemnity Coverages	_____ %	N/A		
Insurance Placement (Based on Total Value of Construction)	Builder's Risk Coverage	_____ %	N/A		
Type in the Year One Percentage-Rate Fee for Placement of General Liability & Excess Liability Coverages in words:					
Type in the Year One Percentage-Rate Fee for Placement of Pollution Liability Coverage in words:					
Type in the Year One Percentage-Rate Fee for Placement of Builder's Risk Coverage in words:					



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

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

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

1. Legal business name:
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.:  Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County Filed In)
  - Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
  - a)
  - b)
  - c)
  - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

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

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

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

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

**Cone of Silence Requirement Certification:**

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

The Vendor hereby certifies that: (check each box)

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

**Drug-Free Workplace Requirements Certification:**

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

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

The Vendor hereby certifies that: (check box)

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

requirements.

**Non-Collusion Certification:**

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

The Vendor hereby certifies that: (select one)

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

**Public Entities Crimes Certification:**

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

The Vendor hereby certifies that: (check box)

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

**Scrutinized Companies List Certification:**

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

The Vendor hereby certifies that: (check each box)

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

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

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

Vendor Name:

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

**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:**

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

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

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

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

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

\_\_\_\_\_

**Authorized  
Signature/Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Vendor Name**

\_\_\_\_\_

**Date**

### AGREEMENT EXCEPTION FORM

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

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

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

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Vendor Name:



**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:**

## STANDARD CERTIFICATIONS

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

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

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

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

The Vendor hereby certifies that: (check each box)

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

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

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

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

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

The Vendor hereby certifies that: (check box)

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

**Non-Collusion Certification:**

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

The Vendor hereby certifies that: (select one)

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

**Public Entities Crimes Certification:**

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

The Vendor hereby certifies that: (check box)

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

**Scrutinized Companies List Certification:**

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

The Vendor hereby certifies that: (check each box)

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

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

\*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

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

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

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

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

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

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

Check one of the following:

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

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

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

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

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

**Vendor Information:**

Vendor Name:

Vendor's address listed in its submittal is:

	5
	6

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

Authorized Signature/Name	Title	Vendor Name	Date

	4
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**RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM**

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

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

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

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

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

Local Business Address:

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

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

### **SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM** **Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

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

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

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

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:



**VOLUME OF PREVIOUS WORK ATTESTATION FORM**

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

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

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

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

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

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

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

Vendor Name:

**Authorized Signature/ Name**

**Title**

**Date**

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

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

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

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

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

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

Vendor Name:

Authorized Signature/ Name

Title

Date

### AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

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

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

### **Vendor Reference Verification Form**

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



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

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

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

**Description of services provided by Vendor:**

**Please rate your experience with the referenced Vendor:**

**Needs Improvement**

**Satisfactory**

**Excellent**

**Not Applicable**

1. Vendor's Quality of Service
  - a. Responsive
  - b. Accuracy
  - c. Deliverables
2. Vendor's Organization:
  - a. Staff expertise
  - b. Professionalism
  - c. Turnover
3. Timeliness of:
  - a. Project
  - b. Deliverables
4. Project completed within budget
5. Cooperation with:
  - a. Your Firm
  - b. Subcontractor(s)/Subconsultant(s)
  - c. Regulatory Agency(ies)

**Additional Comments:** (provide on additional sheet if needed)

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

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

## Security Requirements – Port Everglades

- A. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
- B. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
- C. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

## Security Requirements

### A. General Security Requirements and Criminal Background Screening:

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

### B. General Facilities:

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

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

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

**C. Facilities Critical to Security and Public Safety:**

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

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

**D. Contractor Work Crews:**

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

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

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

**E. Other Vendors:**

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

**F. Port Everglades Locations:**

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



information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

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

4. **Consent to Search/Inspection:** The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

#### **H. Water and Wastewater Services (WWS):**

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

#### **I. Additional Security Requirements for Parks and Recreation:**

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

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

**INSURANCE REQUIREMENTS**

**Project: Convention Center Expansion & Hotel Project (New OCIP RFP)**  
**Misc. Info/Phase: RFP Solicitation for OCIP Agent/Broker Services**

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 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	\$1,000,000	
<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	\$1,000,000	
<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:	\$5,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<b>Description of Operations:</b> "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

  
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 Risk Management Division