

Solicitation TEC2122283P1

Consulting Services for Enterprise Content Management Needs Assessment

Bid Designation: Public



Broward County Board of County Commissioners

Bid TEC2122283P1

Consulting Services for Enterprise Content Management Needs Assessment

Bid Number **TEC2122283P1**
Bid Title **Consulting Services for Enterprise Content Management Needs Assessment**

Bid Start Date **In Held**
Bid End Date **Dec 31, 2021 2:00:00 PM EST**
Question &
Answer End Date **Dec 31, 2021 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 **See Specifications**

Contract Renewal **Not Applicable**

Prices Good for **120 days**

Bid Comments **Request for Proposal (RFP) Number: TEC2122283P1**

BidSync is now known as Periscope S2G, Supplier-To-Government for vendors. Any reference to BidSync in this solicitation shall refer to Periscope S2G, Supplier-To-Government.

Scope of Work: Broward County is seeking a firm to provide consulting services to perform a needs assessment for a turn-key, countywide Enterprise Content Management (“ECM”) solution (product and services). Such a needs assessment must identify, within each County agency, the requirements for content management, as determined by the agency’s charter and business processes. The needs assessment will address all key functional domains related to content management; including the capture, import, export, archive, index, store, view, search, retrieve, track, approve, and management of structured and unstructured content. In this context, content includes, but is not limited to, documents, images, audio files, technical drawings, forms. The needs assessment must also address, specifically, the implementation requirements to realize a turn-key ECM solution. The identification, capture and assessment of needs for each County agency will provide the foundation and framework for a centralized approach to implementation with the capability to integrate with third-party applications through Application Programming Interfaces (“API”) or other types of interfaces and the elimination of data silos.

Goal Participation: This solicitation is open to the general marketplace.

Price Submission: Refer to Item Response Form in Periscope S2G. Pricing must be completed and submitted electronically on the Item Response Form by the date and time specified in the solicitation. Failure to completely fill out and submit price will deem vendor non-responsive.

Separation of Services: The successful Consultant for this RFP will be prohibited from responding to the subsequent competitive solicitation for providing the Enterprise Content Management (“ECM”) solution or providing implementation services, directly or as a subcontractor to the awarded implementation vendor, of such a solution.

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

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

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Item Response Form

Item	TEC2122283P1--01-01 - Consulting Services for ECM Needs Assessment
Quantity	1 contract
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

Enter the not-to-exceed price for all Consulting Services as stated in the Scope of Work. The proposed price is to be inclusive of all anticipated costs (i.e. travel, related expenses).

Refer to Special Instructions to Vendors, A. Additional Responsiveness Criteria, 1. Pricing: Periscope S2G (BidSync) Item Response Form for detailed pricing information.

Price is a matter of responsiveness and will be considered in final evaluation and ranking of qualified firms. The total points awarded for price will be based on the Vendor's not-to-exceed, all-inclusive price (the price entered into the Unit Price section of this line item). Refer to Standard Instructions to Vendors, E.3.c. for the formula used to determine points awarded for price.

Provide a breakdown of the total not-to-exceed price with Vendor's submittal by the date and time specified in this solicitation. Refer to Special Instructions to Vendors, K. Pricing/Proposal Sheet and complete and submit sections A.1 Breakdown of Proposed Price and A.2 Rate Sheet.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

SCOPE OF WORK

Consulting Services for Enterprise Content Management (ECM) Needs Assessment

1. Introduction

1.1 Broward County ("County") is located in the southeastern part of Florida and is the second-most populous county in Florida and the 17th-most populous in the United States. The County is a provider of programs and services to its residents and visitors. The County employs more than 6,000 people in 60 different Agencies in areas such as transportation, human services, public works, planning and recreation. [See Broward County governmental structure chart attached in Appendix A]. The County's regional services include the nation's fastest growing airport, a bustling international seaport, an award-winning library system, an ever-growing transit network, an expanding park system and a variety of impactful community services.

The County is issuing this Request for Proposals ("RFP") to seek Consulting services to perform a County-wide needs assessment and identify all key functional domains related to content management at all 60 County agencies including Aviation, Port and Parks. Consultant will perform data collection, analysis of operations processes and workflows, determine best practice recommendations, develop enterprise-wide content management requirements and provide assistance with the drafting of a future RFP solicitation for the procurement of a turn-key, County-wide Enterprise Content Management solution and its implementation.

Such a needs assessment must identify, for the County Administration and within each County Agency, the functional requirements for content management, as determined by the Agency's charter, business processes and workflows. The needs assessment is expected to include all key functional domains related to content management; including the capture, import, export, archive, index, store, view, search, retrieve, disposal, track, approve, and management of structured and unstructured content. In this context, content includes, but is not limited to, documents, images, audio files, technical drawings and forms. The needs assessment must also address, specifically, the implementation requirements to realize a turn-key ECM solution; for example, interface customization, data migration and training. The identification capture and assessment of needs for County Administration and each County Agency will provide the foundation and framework for a centralized approach to content management and an implementation plan with the capability to accommodate integration with third-party applications through Application Programming Interfaces ("API") or other types of interfaces and the elimination of data silos. The desired County timeline for the completion of the consulting services under this RFP is 6 to 9 months.

1.2 Submittals in response to the RFP must provide proposals for providing County with consulting services to conduct the needs assessment for County Administration and each of the County's Agencies, analysis of the findings, recommendations for all of the product and service features and functionalities required to successfully implement a turn-key solution (including, but not limited to, recommendations for software, project management, planning, system design, requirements definition, workflow analysis, configuration, customization, integration of various County business applications, testing, training, implementation, support and maintenance services).

- 1.3 Consultant shall be the Prime vendor and shall directly provide (direct channel; use of Subcontractor(s) prohibited for the services listed in section 1.3) the following services and deliverables: a proposed approach to, and methodology for, the needs assessment project, proposed project plan, the needs assessment findings (in summary and details), ECM requirements and recommendations and guidance for proposed planning, design, implementation, testing and training approaches to be used in the future RFP solicitation for an ECM solution and implementation services.
- 1.4 As the accountable party for the project, the Prime will determine what services are to be provided by sub-contractors except as stated in Section 1.3 above. Such services will be decided by the Prime, using the Prime vendor's expertise and experience. Prime will be responsible for ensuring all services being provided by its sub-contractors are completed per the Prime vendor's acceptance and schedule requirements.
- 1.5 The successful Consultant for this RFP will be prohibited from responding to the subsequent competitive solicitation for providing the Enterprise Content Management ("ECM") solution or providing implementation services, directly or as a subcontractor to the awarded implementation vendor, of such a solution.

2. Challenge Statement

- 2.1 County Administration and Agencies have been accumulating and generating electronic documents and information for more than forty years without a consistent filing system or approach to retention, retrieval, and disposition to meet the requirements set forth in the Florida Department of State's General Records Schedules - [link](#). Government agencies are also facing increasing pressure and demands for more open and transparent government and meeting the requirements for disclosure (Chapter 119, Section 1 of the Florida Statutes - [link](#)).
- 2.2 Additionally, in many cases, business processes within County are still largely paper-based, email driven, and not standardized. The County is facing increasing internal and external demands for more agile processes and mobile transactions impelled by proven, widely implemented technology. As County Administration and Agencies strive to deliver more business value with fewer resources, they find themselves needing to modernize their business processes.

3 Background and Purpose

- 3.1 The County is issuing this RFP to engage a Consultant to furnish a Countywide needs assessment report, the key artifact of the project.
- 3.2 Recommendation for the optimal features and functionalities of enterprise-wide solutions: The County seeks to migrate to an "enterprise" model for content management; leveraging technology, economies of scale and eliminating the duplication of services to increase the capabilities of County Administration and Agencies, increase efficiency and achieve cost savings. Consultant shall propose consultant services for a needs assessment to identify the functional and professional services requirements which will be used in a subsequent RFP solicitation. The County is not interested in a custom solution. The County is neither seeking a System of Engagement (Collaboration Centric System) nor a System of Record (Governance Centric System), nor a Record Management System for its physical inventory.
- 3.3 The County is interested in partnering with a Consultant to leverage the Consultant's expertise and experience to effectively and appropriately solicit, select and implement an ECM solution, as an enterprise platform that County Administration and multiple Agencies can access. The ECM must be scalable while maintaining excellent performance.

4 County Objectives Statement

4.1 In support of the County's initiative to implement an enterprise-wide content management system, the County's primary objectives are for the Consultant to:

- Perform a Countywide needs assessment of the County Administration and each of the County Agencies to assess the business processes and workflows in order to identify functional and professional service requirements for an Enterprise Content Management ("ECM") solution
- Use the aforementioned requirements and other findings of the needs assessment to establish the basis of the future RFP solicitation of the ECM solution and implementation services
- Provide best practices and recommendations to guide decision-making regarding software platform, implementation planning, architectural system design and configuration management policies, County Administration and Agency customization, interface with various County business applications, system testing, training, and support and maintenance services for all of the products and services required to successfully solicit a turn-key solution which meets operational business objectives of enhancing efficiency and improving cost management
- Assist in the development of the scope of work for a subsequent RFP for the solution provider

5 Needs Assessment General Requirements

5.1 At a minimum, the needs assessment for County Administration and each Agency shall include, but are not limited to:

- Content types currently used, created, accessed, stored, or archived
- Access/Retrieval Security Requirements for each content type
- Workflow/Routing processes for each content type
- Retention/Disposal requirements for each content type
- Integration requirements for each content type
- Federal regulations, state laws, County policies, and compliance mandates for each content type
- Health Insurance Portability and Accountability Act (HIPAA) requirements
- American Disability Act (ADA) Accessibility for each content type

5.2 Consultant will review each of the current business and content management processes, perform a needs assessment for each Agency and the County Administration and prepare a report for each Agency and the County Administration. Once all Agencies and the County Administration have been assessed, the findings from each Agency and County Administration assessment will be reconciled and detailed in an enterprise-wide report.

5.3 Consultant will also provide recommendations and best practices for selecting and implementing an Enterprise Content Management solution, which best suits the needs of the County's Agencies and County Administration.

6 Needs Assessment Planned Approach

6.1 Consultant must provide County with a project plan and schedule compliant with the County's desired timeline of 6 to 9 months to complete the needs assessment project for all County Agencies. This timeline must be consistent with the planned approach and include all expected major milestones for the project; including key deliverables and status meetings.

Consultant must describe the planned approach and methodology for the project; the scope of which includes all County Agencies and interface with critical, existing, common business applications. The description must identify the key phases of the project. For each phase, the description must include an overview of the typical activities to be performed within the phase and the expected outcomes. The description of expected outcomes should also include planned content type and scope and the format for delivery. Consultant must also note expected requirements of the County; including, the provision of required data and information, access to County facilities and systems, and participants for interviews and working meetings.

7 Future Considerations & Optional Services

7.1 The County's secondary objectives are for the Consultant to provide Optional Services such as:

- Act as a technical adviser to provide expert-based guidance to the Project Manager regarding the subsequent future RFP solicitation submittals for an Enterprise Content Management solution.
- Provide oversight and project management guidance to County during the implementation phase for the Enterprise Content Management solution, if required

Pricing for Future Considerations & Optional Services are not to be included in Vendor's maximum not-to-exceed price for this RFP. Refer to the Future Considerations & Optional Services Sheet for additional information.

Remainder of Page Intentionally Left Blank

Table 1 – Abbreviations and Definitions

Term	Definition
Agency or Agencies	Any department, division, or office of the Board of Broward County Commissioners, excluding Broward County’s constitutional offices.
Award	The acceptance of an offer by Broward County.
Consultant	The vendor who responds to the RFP and is awarded the contract.
Contract	Synonymous with the definition of Agreement.
County	Broward County.
County Administration	Any administration office of Broward County and Board of Broward County Commissioners.
Record	<p>All records created, received, or edited by an individual within Broward County Agencies and County Administration, including all Data:</p> <ul style="list-style-type: none"> • Paper documents such as a hand-written memo, letter, invoice, or hard-copy report • Electronic documents, spreadsheets, reports, or email messages and their attachments • Graphic images such as drawings or maps; these may be in photographic, electronic, or hard-copy format.
Record Management	Allows a company to meet legal retention requirements.
Request for Proposals (RFP)	A solicitation method in which the qualifications of the vendor and their proposed method to provide a Solution to the County have heightened importance.
Response	Consultant’s response to the RFP.
Services	Those activities provided by Consultant relating to the contract or any Technology Solution Contract and/or Statement of Work, which County elects to purchase from Consultant. Such Services may include, but are not limited to, performing of a needs assessment, providing technical expertise, and implementation participation of an ECM solution.
Subcontractor	Any entity or individual, not defined as Consultant.
Support and Maintenance	The support and maintenance required for County to achieve and maintain optimal performance of the Software and/or Solution.

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 Periscope S2G. Refer to the [Purchasing Division website](#) or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation. As provided in Section 21.40(a) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. This determination shall be final and may not be changed by the Evaluation Committee, if one is appointed for the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the due date and time specified in the solicitation. Failure to timely submit may result in Vendor being deemed non-responsive by the Director of Purchasing. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) 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. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code. In accordance with Section 21.40(b) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor who is determined to be responsible to provide the goods or services requested by the solicitation. If a response to a solicitation is submitted by a joint venture, the joint venture will not be eligible to receive an award unless each member of the joint venture is determined to be responsible. A determination of responsibility shall be made only as to those vendors whose submissions have been determined to be responsive.

With respect to RFPs, RLIs, and RFQs, the Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the

County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible.

Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

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-responsible.

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 submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- 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 shall 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 submitted with the solicitation response.
- c. It is the Vendor's sole 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. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can provide the insurance coverages.

C. Additional Information and Certifications

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

1. **Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

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

2. **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** 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 solicitation response and will be considered by the 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. The completed form should be submitted with the solicitation response. If not

submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated 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 Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The 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:
$$(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price}) = \text{Price Score}$$
 - 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 Evaluation Committee will create a short list of the most qualified firms.
 - b. The 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

Refer to Special Instructions to Vendors. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary. 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's team and County staff.

G. Presentations

Vendors that are determined 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 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 Evaluation Committee Meetings are closed. Only the 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 Evaluation Committee appointment and for County Commissioners and Commission staff upon the first 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 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) 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 electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

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. 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.
5. Submitting confidential material may impact full discussion of your submittal by the 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

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable; and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.42(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. Location Certification Form;
2. Domestic Partnership Act Certification (Requirement and Tiebreaker);

3. Tiebreaker Criteria Form: Volume of Payments 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

An 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. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

S. Vendor Protest

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.

Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

T. RIGHT TO APPEAL

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

U. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

V. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County^[FA29]_[CC30]. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, negotiations resulting from 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 501.17, 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 through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G 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 the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, 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 electronically through Periscope S2G.
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 212Fort
Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised May 1, 2021

Special Instructions to Vendors
(In Addition to Standard Instructions to Vendors)

**Consulting Services for Enterprise Content Management (ECM)
Needs Assessment**

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

A. Additional Responsiveness Criteria:

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

1. Pricing: Periscope S2G (BidSync) Item Response Form

Vendors' pricing must be submitted on the Item Response Form electronically through Periscope S2G. It is the Firm's sole responsibility to assure its response is submitted and received through Periscope S2G 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.

In submitting the Periscope S2G Item Response Form the proposal must be in the following manner:

- i. The total Not-to-Exceed price must be submitted on the item response form.
- ii. The price submitted is to be inclusive of all anticipated costs (i.e. travel, related expenses).
- iii. No fields shall be left blank.
- iv. No Condition, Caveat or Exception on price(s) shall be submitted.
- v. No tier pricing shall be submitted.
- vi. Only the total Not-to-Exceed price submitted on the Item Response Form will be accepted.

Non-adherence to the above circumstances shall be cause for the County to deem your proposal non-responsive.

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.

Note: The proposed Not-to-Exceed price is subject to reduction through negotiations.

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.

3. Criminal History Screening Practices Certification Form:

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed **Criminal History Screening Practices Certification Form** within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

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. Certification:

Prime Vendor's project manager shall have a current **Project Management Professional (PMP) certification** from an accredited project management institute at the time of submittal. Prime Vendor should submit the PMP certification at the time of submittal. If not submitted at the time of submittal, prime Vendor shall submit the PMP certification within three business days after County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation are as follows and, where a link is provided, can be located at the following URLs:

C.1 <https://www.broward.org/purchasing/documents/1.%20Standard%20Agreement%20Form%20BCF%20101.pdf> and

C.2 <https://www.broward.org/purchasing/documents/11.%20Airport%20Additional%20Requirements%20-%20BCF%20101.pdf> and

C.3 **Security Requirements – (included in this RFP solicitation)** and

C.4 **Enterprise Technology Services Security Requirements Exhibit – High Risk (included in this RFP solicitation)**

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:

Per Section 21.33 of the Broward County Procurement Code, the County Administrator may approve for advertisement any procurement by competitive sealed proposals that has an anticipated total value of \$500,000 or less.

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>.

Virtual Meetings: If circumstances (such as those related to COVID-19) require the meetings identified in this Section to be virtual meetings, such meetings will be held through a conferencing application (such as Skype for Business) which can be accessed by phone or computer. Vendors invited to participate in virtual presentations will be required to do so using the application (such as Skype for Business) established for the virtual meeting.

J. Project Manager Information:

Project Manager:

Althea Lewis – Acting Chief Information Officer, Enterprise Technology Services Division

Email: amlewis@broward.org

K. Pricing/Proposal Sheet:

Vendor should complete the Pricing/Proposal Sheet Sections A.1 and A.2 and submit with Vendor's proposal. If not submitted with solicitation response, it must be submitted within three business days of County's request.

Vendor should provide a breakdown of the total Not-to-Exceed, all-inclusive price that Vendor submitted electronically through Periscope S2G (Bid Sync) on the item response form.

The breakdown should be submitted as provided for in the table listed under Section A.1 of the Pricing/Proposal Sheet. Vendor is to identify the various categories/phases of their proposed approach and the cost associated with each category/phase including deliverables. The total cost of all categories/phases shall equal the not-to-exceed, all-inclusive price entered on the Item

Response Form in Periscope S2G. In the event of a conflict between the price entered on the Item Response Form in Periscope S2G and the total of the individual prices listed in Section A.1, the not-to-exceed price on the Item Response Form shall prevail.

Vendor is requested to provide hourly rates for disciplines of its personnel for any services provided in the Scope of Work. Vendor is to include titles/roles, as necessary in the table listed under the A.2 Rate Sheet section of the Pricing/Proposal Sheet.

Pricing/Rates are subject to reduction through negotiations with the selected vendor.

L. Future Considerations & Optional Services Sheet:

Vendor should complete the Future Considerations & Optional Services Sheet and submit with vendor's proposal. If not submitted with solicitation response, it must be submitted within three business days of County's request.

Proposed hourly rates submitted on this form are for informational purposes only and will not be used for final evaluation and scoring of Price. Proposed hourly rates are subject to reduction through negotiations with the selected vendor.

M. Additional Certifications:

Vendor should complete the Additional Certifications form and submit along with a copy of the certifications, if any, with Vendor's proposal. If not submitted with solicitation response, they must be submitted within three business days of County's request.

It is preferred, but not mandatory, that the prime Vendor and/or their subconsultant(s) have the following certifications at the time of submittal:

1. Enterprise Content Management
2. Content Strategy
3. Business Analysis
4. Information Systems Planning
5. Business Process Improvement

Failure to submit a copy of the certification(s) within the stated timeframe may impact prime Vendor's evaluation scoring.

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on Periscope S2G; answers are posted through Periscope S2G.

Remainder of Page Intentionally Left Blank

EVALUATION CRITERIA

Consulting Services for Enterprise Content Management (ECM) Needs Assessment

(Total Maximum Points = 100)

1. Ability of Professional Personnel and Staffing Plan (Maximum 18 Points Value):

A. Project Manager Qualifications

In addition to providing the resume of the Project Manager, describe his/her title with the prime Vendor, domain expertise and years of experience. Describe the Project Manager's role, and nature of contributions in previous projects, in any of the following functional areas including: technical advisory services, workflow analysis, use case development, content management needs assessment, design and implementation, project management, developing solicitation requirements, scope of work development and review and evaluation of vendor solicitation submittals. State the percentage of time the Project Manager will be allocating to the project, as well as the role and specific functions the Project Manager will be responsible for in this project.

Points Value: 4

B. Team's Key Staff Qualifications

In addition to providing the resumes of the Team's (prime Vendor and subconsultants) key staff members, describe each staff member's title with the Team, domain expertise and years of experience. Describe each key staff member's role, and nature of contributions, in previous projects in any of the following functional areas including: technical advisory services, workflow analysis, use case development, content management needs assessment, design and implementation, project management, developing solicitation requirements, scope of work development and review and evaluation of vendor solicitation submittals. State the specific role and functions each key staff member will serve on the project team and the percentage of time to be allocated to the Project in this role.

Points Value: 6

C. Describe the Team's related specific qualifications (including education and certifications) in the following domains: 1) Enterprise Content Management, 2) Content Strategy, 3) Business Analysis, 4) Information Systems Planning, and 5) Business Process Improvement.

Points Value: 5

D. Provide a brief summary of how additional support for the project will be provided by non-site team members of the Team.

Points Value: 3

2. Project Approach (Maximum 27 Points Value):

Describe the proposer's understanding of the scope of work, approach and plan to satisfy all requirements of the Scope of Work, including on-site services and staffing by proposer's employees, and complete compliance of with all federal, state and local laws, statutes, ordinances, rules and regulations.

A. Provide a description of how the prime Vendor will lead delivery of the following services:

- i. Definition of planned project approach and methodology for the needs assessment project
- ii. Project planning and management of this needs assessment project
- iii. Development of the findings and the technical and professional service requirements for an ECM solution
- iv. Developing recommendations and providing guidance for the approach to implementation of the ECM solution; including plan, design, project management, implementation, testing and training
- v. Develop guidance and recommendations for future solicitation for an ECM solution and implementation
- vi. Should the prime Vendor choose to use subcontractors for completing any portion of the Scope of Services, prime Vendor should describe how it will ensure all services provided by its sub-contractors will be completed per the prime Vendor's schedule and delivery standards and complies with the terms and conditions of the prime Vendor's contract with County.

Points Value: 5

B. Provide County with a project plan and schedule compliant with the County's desired timeline of 6 to 9 months to complete the needs assessment project. This timeline should be consistent with the planned approach and include all expected major milestones for the project; including key deliverables and status meetings.

Points Value: 2

C. Describe in more detail the planned approach and methodology for the project; the scope of which includes all County Agencies and interface with critical, existing, common business applications typical to government operations. For each phase identified in the approach and methodology, include the description of the typical activities to be performed within the phase and the expected outcomes. The description of expected outcomes should also include planned content type and scope and the format for delivery. Prime Vendor should provide description of the expected requirements of the County; including, the provision of required data and information, access to County facilities and systems, and participants for interviews and working meetings.

Prime Vendor's planned approach and methodology should describe how best practices will be leveraged and provide the appropriate level of detail to clearly indicate what the County should learn and understand with each phase and the deliverables to the County that are expected to help with the future associated solicitation and decision-making. It is expected that the County will also be guided with respect to the scope of content

management that can be realized enterprise-wide versus requirements that will need to be managed separately and may require a custom or separate solution.

Specific to the support of the future RFP solicitation, prime Vendor is expected to articulate how expertise-based guidance and assistance will be provided with the drafting of a solicitation for the procurement of an Enterprise Content Management solution and its implementation. Describe how prime Vendor's expertise will ensure that the RFP reflects implementation requirements and support the review of vendor submittals to assure realization of a turn-key ECM solution.

Points Value: 20

3. Past Performance (Maximum 30 Points Value):

Prime Vendor should have at least eight (8) years of experience and describe the relevant experience for similarly scoped assessments of entire large government entities and experience with common business applications typical to government Prime Vendor should provide a minimum of three (3) Enterprise Content Management (ECM) needs assessment projects with references of similar size, scope, and complexity for the past five (5) years. **For each referenced ECM project in subsections 3.A. and B. below**, summarize the similarity of scope to this project. Specifically, where applicable, for each reference: 1) Describe which of the phases, described in section 2.D, were included in the project, 2) Summarize outcomes per phase and for the project, 3) Provide samples of the deliverables and executive reports; if applicable, for each phase, 4) Provide examples of which best practices were used and describe how each best practice was used to support the recommendations and outcomes, and 5) For solicitation support, describe the approach used to develop the scope of work and the framework used to evaluate vendor submittals.

Vendor should provide references for similar work performed as 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.

- A. Describe prime Vendor's experience, on similar ECM needs assessment projects of similar scope, size, and complexity, along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years. Provide separate summaries for the past five (5) years of Team's expertise and experience for projects of similar size, scope, and complexity for the following scopes of work, including but not limited to, enterprise content management, content strategy, information systems planning, and business process improvement. Identify the expertise and experience of the prime Vendor separately from that of the subconsultant. Include in the summary experience in the following professional services domains: providing technical advisory services, workflow analysis, use case development, content management needs assessment, design and implementation, project management, developing solicitation requirements, scope of work development and review and evaluation of vendor solicitation submittals.

Points Value: 25 Points

- B. Describe prime Vendor's past and current experience for the past five (5) years in providing recommendations and advice to government entities with regards to structuring the future RFP solicitation (including: scope of work, evaluation criteria) for an ECM solution and its implementation. Provide references (contact name, address, phone, and email) for all cited clients/projects.

Points Value: 5 Points

4. Location (Maximum 5 Points Value):

Refer to Local and/or Locally Based Business Certification Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses. Points shall be allocated as follows based on the vendor's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture); and Option 5 (0 points).

5. Pricing (Maximum 20 Points Value):

The pricing points will be based on the Proposer's Total Not-to-Exceed price.

The total points awarded for Price is determined by applying the following formula:

$(\text{Lowest Proposed Price} / \text{Vendor's Price}) \times 20 = \text{Price Score}$

ADDITIONAL CERTIFICATIONS

Consulting Services for Enterprise Content Management (ECM) Needs Assessment

It is preferred, but not mandatory, that the prime Vendor and/or their subconsultants have and submit the following certifications.

1. Enterprise Content Management
2. Content Strategy
3. Business Analysis
4. Information Systems Planning
5. Business Process Improvement

Vendor should complete the below form by indicating whether or not the Vendor and/or any of its subconsultants has/have a current certification by placing an "X", or similar marking, in the space provided next to the certification under the Vendor (Prime) and/or Subconsultant(s) column(s). If neither the Vendor (Prime) nor any of its subconsultants has a current certification, then place an "X", or similar marking, in the space provided under the Not Applicable column.

This completed form and a copy of all current certifications, if any, should be submitted with the solicitation response. If not submitted with the solicitation response, then they must be submitted within three business days of County's request. Failure to submit a copy of the certification(s) within the stated timeframe may impact prime Vendor's evaluation scoring.

Certification	Vendor (Prime) Has a Current Certification	Subconsultant(s) has/have a Current Certification	Not Applicable (N/A)
Enterprise Content Management			
Content Strategy			
Business Analysis			
Information Systems Planning			
Business Process Improvement			

If indicated above that the Vendor (Prime) or any of the Vendor's subconsultants has a current certification(s), then list the names of the firm/certificate holder below. Add additional lines, if needed.

Vendor Name: _____

Subconsultant Name: _____

Subconsultant Name: _____

Subconsultant Name: _____

Subconsultant Name: _____

PRICING/PROPOSAL SHEET

Consulting Services for Enterprise Content Management (ECM) Needs Assessment

A. Breakdown of Proposed Price and Rate Sheet

Vendor should submit the completed Pricing/Proposal Sheet, Sections A.1 Breakdown of Proposed Price; and A.2 Rate Sheet by the date and time specified in the solicitation. If not submitted with vendor's proposal, it must be submitted within three (3) business days of County's written request. The County reserves the right to obtain additional information or clarification from a Proposer regarding missing or incomplete information. Proposed pricing and hourly rates are subject to reduction through negotiations.

A.1 Breakdown of Proposed Price

Vendor should provide a breakdown of the "Not-to-Exceed Price that Vendor entered on the Item Response Form in Periscope S2G. The breakdown should identify the price of the various categories/phases of Vendor's project approach to meeting the requirements and deliverables as outlined in the Scope of Work. Vendor may add additional pages for categories/phases, as necessary.

The individual proposed prices listed in the Total Price Column should equal the Total Not-to-Exceed Price that Vendor entered on the Item Response Form in Periscope S2G. In the event of a conflict between the price entered on the Item Response Form in Periscope S2G and the total of the individual prices below, the not-to-exceed price in the Item Response Form shall prevail.

CATEGORY/PHASE	Total Price
	\$
	\$
	\$
	\$
	\$
	\$

PRICING/PROPOSAL SHEET

Consulting Services for Enterprise Content Management (ECM) Needs Assessment

A.2 Rate Sheet

Vendor is requested to provide the maximum hourly rates for disciplines of its personnel for any services provided in the Scope of Work.

Vendor should include titles/roles, as necessary. Vendor may add additional pages, if needed.

Personnel Job Title/Role	PROPOSED HOURLY RATE
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$
Title/Role:	\$

FUTURE CONSIDERATIONS & OPTIONAL SERVICES SHEET

**Consulting Services for Enterprise Content Management (ECM)
Needs Assessment**

Future Considerations & Optional Services

The rates below would be for future work, if elected by County. Vendor should provide Job Position Title(s), and Hourly Rates for each Optional Service reflected below. Any Optional Services elected by County would be in addition to, and not part of, the Not-to-Exceed total for the services described in the Scope of Work for this RFP.

Proposer should provide rates for disciplines of its personnel for any additional services requested by County that are not part of this Scope of Work but may become necessary at a later time. Proposers may also include additional pages for job titles, descriptions, hourly rates, as necessary.

Job Title	Description	Proposed Rate
	Act as a technical adviser to provide expert-based guidance to Project Manager regarding the subsequent future RFP solicitation for an Enterprise Content Management solution.	\$ Per Hour
	Provide oversight and project management guidance to County during the implementation phase for the Enterprise Content Management solution.	\$ Per Hour
		\$ Per Hour
		\$ Per Hour

This form is for information only and will not be used for final evaluation and scoring for Price in this RFP.

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed 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

TITLE

Vendor Name

DATE

Revised May 1, 2021

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of \$100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised May 1, 2021

DOMESTIC PARTNERSHIP ACT CERTIFICATION (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 should be returned with the Vendor's submittal. If the 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, as amended, 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 employs less than five (5) employees.
 - The Vendor does not provide benefits to employees' spouses.
 - 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

Revised May 1, 2021

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer (“BAFO”) and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form and all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County’s written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

- Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:
- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- i. a physical business address located within the limits of Broward County, listed on the Vendor’s valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the “Local Business Location”).

If Option 1 selected, indicate **Local Business Location**:

- Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location";
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

Option 3: The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor

certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with aprincipal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

Option 4: The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business (es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

Option 5: Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local**

Business or Locally Based Business):

- 1. Broward County local business tax receipt.

Option 3 (**Locally Based Subsidiary**)

- 1. Broward County local business tax receipt.
- 2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

- 1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
- 2. Executed joint venture agreement, if the Vendor is a joint venture.
- 3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

- 1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
- 2. Additional documentation relating to the parent entities of the Vendor.

3. Additional documentation demonstrating the applicable percentage of equity interesting the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local BusinessLocation blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or 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 authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

VOLUME OF PREVIOUS PAYMENTS 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 timely submit this form and supporting documentation 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).

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	//	//	//			
2.	//	//	//			
3.	//	//	//			
4.	//	//	//			
5.	//	//	//			
6.	//	//	//			
7.	//	//	//			

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

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

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

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.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.	//	//	//				
2.	//	//	//				
3.	//	//	//				
4.	//	//	//				
5.	//	//	//				
6.	//	//	//				
7.	//	//	//				
8.	//	//	//				

Grand Total

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

Revised May 1, 2021

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

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written 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 filled 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 impact(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 the 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 understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357- 6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.23(f) 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 PART XI 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).

Revised May 1, 2021

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:

TEC2122283P1 - Consulting Services for Enterprise Content Management (ECM) Needs Assessment

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Vendor's Organization:

- a. Staff expertise
- b. Professionalism
- c. Turnover

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Timeliness of:

- a. Project
- b. Deliverables

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Project completed within budget

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

5. Cooperation with:

- a. Your Firm
- b. Subcontractor(s)/Subconsultant(s)
- c. Regulatory Agency(ies)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: _____ EMAIL _____ VERBAL _____ Verified by: _____ Division: _____ Date: _____

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

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, check the box below on this form. Use additional form(s) in Periscope S2G.

None -

1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

Revised May 1, 2021

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

The completed form should be submitted 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 result in Vendor being deemed non-responsive.

- 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 Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (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:

Revised May 1, 2021

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"/>
Party	Or No <input type="checkbox"/>
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:

Revised May 1, 2021

Broward County Board of
County Commissioners
INSURANCE REQUIREMENTS

Project: Consulting Services for Countywide Needs Assessment
Agency: Enterprise Technology Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	O	O	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	O	O			
<input type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	O	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$100,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2020.11.16
15:29:49 -0500

Risk Management Division

AGREEMENT EXEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the contract terms and conditions state in this solicitation; or

The following exceptions are taken to the contract terms and conditions state in this solicitation:
(use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

Revised May 1, 2021

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Consulting Services for Needs Assessment Services
---------------------	---------------------------------------------------

Definitions.

“Agreement” means the written contract executed between Contractor and County, if any; the terms and conditions stated in the applicable competitive solicitation, if no mutually executed contract; or, if none of the above, the applicable purchase order issued by County.

“Contractor” means the vendor providing the goods or services pursuant to the Agreement.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the

Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;

- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County’s Contract Administrator, and disclose any default accounts or backdoors that exist for access to County’s network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County’s Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor’s or the original Equipment manufacturer’s website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County’s cardholder data environment (“CDE”), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program (“CISP”) Payment Application Best Practices and Audit Procedures including Security Standards Council’s Payment Card Industry (“PCI”) Data Security Standard (“DSS”), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to

- the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
 - (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
 - (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
 - (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
 - (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9.Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

Security Requirements

A. General Security Requirements and Criminal Background Screening:

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

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request 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:

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.

1. 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.

2. 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 shall 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. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, 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 to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's 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 with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole 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.

a) Access to Security Identification Display Areas and Identification Media.

Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost

or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (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 subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing 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 shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

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.

Revised May 1, 2021



Finance and Administrative Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 - Fort Lauderdale, Florida 33301 - 954-357-6066 - FAX 954-357-8535

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: <https://www.broward.org/purchasing>.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Question and Answers for Bid #TEC2122283P1 - Consulting Services for Enterprise Content Management Needs Assessment

Overall Bid Questions

There are no questions associated with this bid.