

## **Solicitation GEN2120642P1**

### **RFP - Security Officer Services for Port Everglades**

#### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## **Bid GEN2120642P1**

### **RFP - Security Officer Services for Port Everglades**

Bid Number **GEN2120642P1**  
Bid Title **RFP - Security Officer Services for Port Everglades**

Bid Start Date **In Held**  
Bid End Date **Jul 16, 2021 2:00:00 PM EDT**  
Question & Answer  
End Date **Jul 9, 2021 5:00:00 PM EDT**

Bid Contact **Felicia McRae**  
**Purchasing Agent**  
**fmcrae@broward.org**

Bid Contact **Dylan Kennedy**  
**Purchasing**  
**dykennedy@broward.org**

Contract Duration **3 years**  
Contract Renewal **2 annual renewals**  
Prices Good for **120 days**  
Pre-Bid Conference **Jun 25, 2021 2:00:00 PM EDT**  
**Attendance is optional**  
**Location: Location: Join Skype Meeting (<https://meet.broward.org/fmcrae/T4R29VMN>)**

**Join by Phone:**  
**Phone Number: (954) 453-1630**  
**Conference ID 320783.**

**Please do not put the call on hold; mute phones during pre-bid conference presentation.**

**This information session presents an opportunity for vendors to clarify any concerns regarding the solicitation requirements.**

**In an effort to present an orderly and time efficient meeting, a responsive email should be sent to the Purchasing Agent, Felicia McRae at [fmcrae@broward.org](mailto:fmcrae@broward.org) prior to the pre-submittal conference, confirming your intent for participation. This email should include your company name, representative(s)name(s), email address(es) and contact phone 'number'(s). Your information will be added to a list of participating Vendors, which the Purchasing Agent will publicly acknowledge.**

**Any Vendors attending without providing prior email notice will be acknowledged by the Purchasing Agent after the reading of the List.**

**Note: There will be a County staff led site visit on the following two dates (June 22 and June 24 at 10:00am) at Broward County Port Everglades. Interested Vendors may choose one date to attend for the site visit. Vendors do not need to attend both as the site visit will be the same. Potential vendors that wish to attend**

**the site visit please note that CDC guidelines and practices shall be adhered to for any Broward County facilities due to the COVID-19 pandemic including the privacy and security needs of certain facilities.**

**If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.**

Bid Comments

**RFP GEN2120642P1 Security Guard Services for Port Everglades**

**Scope of Work: (See Exhibit A in the attached Project Specific Agreement).** Broward County seeks a Vendor/Contractor to provide professional security guard officer services for specific assignments for the Port Everglades Department (PEV). These assignments include, but are not limited to, securing security and access checkpoints (via inspections, locking/unlocking gates, etc.); staffing security desks and offices; patrolling Port Everglades (both on foot and by vehicle); escorting authorized persons; directing traffic and parking; responding to trespass and other security incidents; safeguarding and protecting all existing structures, utilities, service, roads, trees, shrubbery, etc., against damage or interrupted service; maintaining order; and performing other similar security tasks (collectively, the "Basic Security Services"), and undertaking all supervisory responsibilities that are necessary to ensure the successful performance of such Basic Security Services. Interested Contractors will submit their qualifications and documentation specific to the information requested and outlined in the specified section of this solicitation. The successful Contractor will be recommended to the Board for the award provided all other terms and conditions contained in this RFP are satisfied.

**Goal Participation:** This solicitation includes participation goals for Broward County certified County Business Enterprises (CBE). Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information. This solicitation contains a CBE goal of 25%.

**County/State License Requirements:** In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess specified license. Vendor shall have, a valid Class "B" or Class "BB" Security Agency License from the State of Florida, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation (refer to the Scope of Work and Special Instructions to Vendors for specific license requirements).

**Pre-Bid Conference Section:** Attendance at the site visit/pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the site visit/pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have visited the site or to have attended the conference.

**This is a Living Wage Service Contract :** This is a Living Wage Service Contract. Refer to Living Wage Ordinance Requirements section for additional information **Be advised, the health care benefit amount will increase to \$3.44 per hour, effective January 1, 2021.**

Workforce One Investment Program applies to this contract: Please refer to **Workforce Investment Program Requirements** section for additional information.

**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 Periscope (formerly BidSync) by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope.

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

**Submittals:** 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 BidSync for submittal instructions. 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. 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 Periscope S2G, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

**Item Response Form**

Item **GEN2120642P1--01-01 - Year 1: Level I Security Officer**  
Lot Description **Security Guard Services for PORT**  
Quantity **234000 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
No Location Specified  
Ft. Lauderdale FL 33301  
**Qty** 234000

**Description**

Level I Security Officer  
Estimated Annual Hours = 234,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--01-02 - Year 1: Level I Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **5250 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
No Location Specified  
Ft. Lauderdale FL 33301  
**Qty** 5250

**Description**

Level I Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 5,250

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--01-03 - Year 1: Level II Security Officer**  
Lot Description **Security Guard Services for PORT**  
Quantity **61320 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
No Location Specified  
Ft. Lauderdale FL 33301  
**Qty** 61320

**Description**

Level II Security Officer  
Estimated Annual Hours = 61,320

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--01-04 - Year 1: Level II Security Officer (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **1680 hour**

Unit Price

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

No Location Specified

No Location Specified

Ft. Lauderdale FL 33301

**Qty** 1680

**Description**

Level II Security Officer (Overtime/Holiday)

Estimated Annual Hours = 1,680

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--01-05 - Year 1: Field Shift Supervisor**

Lot Description **Security Guard Services for PORT**

Quantity **17000 hour**

Unit Price

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

No Location Specified

No Location Specified

Ft. Lauderdale FL 33301

**Qty** 17000

**Description**

Field Shift Supervisor

Estimated Annual Hours = 17,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

---

Item **GEN2120642P1--01-06 - Year 1: Field Shift Supervisor (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **400 hour**

Unit Price

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

No Location Specified

No Location Specified

Ft. Lauderdale FL 33301

**Qty** 400

**Description**

Field Shift Supervisor (Overtime/Holiday)

Estimated Annual Hours = 400

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--01-07 - Year 1: Vehicle**

Lot Description **Security Guard Services for PORT**

Quantity **6 month**

Unit Price

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

[No Location Specified](#)

No Location Specified

Ft. Lauderdale FL 33301

**Qty 6**

**Description**

Monthly Cost per Vehicle for use at Port Everglades

See Project Specific Agreement for Vehicle descriptions

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Item **GEN2120642P1--02-01 - Year 2: Level I Security Officer**

Lot Description **Security Guard Services for PORT**

Quantity **234000 hour**

Unit Price

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

[No Location Specified](#)

**Qty 234000**

**Description**

Level I Security Officer

Estimated Annual Hours = 234,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-02 - Year 2: Level I Security Officer (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **5250 hour**

Unit Price

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

[No Location Specified](#)

**Qty 5250**

**Description**

Level I Security Officer (Overtime/Holiday)

Estimated Annual Hours = 5,250

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-03 - Year 2: Level II Security Officer**

Lot Description **Security Guard Services for PORT**

Quantity **61320 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 61320

**Description**

Level II Security Officer  
Estimated Annual Hours = 61,320

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-04 - Year 2: Level II Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **1680 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 1680

**Description**

Level II Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 1,680

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-05 - Year 2: Field Shift Supervisor**  
Lot Description **Security Guard Services for PORT**  
Quantity **17000 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 17000

**Description**

Field Shift Supervisor  
Estimated Annual Hours = 17,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-06 - Year 2: Field Shift Supervisor (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **400 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**

No Location Specified

**Qty** 400

**Description**

Field Shift Supervisor (Overtime/Holiday)  
Estimated Annual Hours = 400

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--02-07 - Year 2: Vehicle**

Lot Description **Security Guard Services for PORT**

Quantity **6 month**

Unit Price

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

No Location Specified

**Qty** 6

**Description**

Monthly Cost per Vehicle for use at Port Everglades

See Project Specific Agreement for Vehicle descriptions

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Item **GEN2120642P1--03-01 - Year 3: Level I Security Officer**

Lot Description **Security Guard Services for PORT**

Quantity **234000 hour**

Unit Price

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

No Location Specified

**Qty** 234000

**Description**

Level I Security Officer  
Estimated Annual Hours = 234,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--03-02 - Year 3: Level I Security Officer (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **5250 hour**

Unit Price

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

No Location Specified

**Qty** 5250

**Description**

Level I Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 5,250



See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--03-03 - Year 3: Level II Security Officer**  
Lot Description **Security Guard Services for PORT**  
Quantity **61320 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
Qty 61320

**Description**  
Level II Security Officer  
Estimated Annual Hours = 61,320

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--03-04 - Year 3: Level II Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **1680 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
Qty 1680

**Description**  
Level II Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 1,680

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--03-05 - Year 3: Field Shift Supervisor**  
Lot Description **Security Guard Services for PORT**  
Quantity **17000 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
Qty 17000

**Description**  
Field Shift Supervisor  
Estimated Annual Hours = 17,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

Broward County Board of  
County Commissioners

Item **GEN2120642P1--03-06 - Year 3: Field Shift Supervisor (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **400 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty 400**

**Description**

Field Shift Supervisor (Overtime/Holiday)  
Estimated Annual Hours = 400

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--03-07 - Year 3: Vehicle**  
Lot Description **Security Guard Services for PORT**  
Quantity **6 month**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty 6**

**Description**

Monthly Cost per Vehicle for use at Port Everglades

See Project Specific Agreement for Vehicle descriptions

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Item **GEN2120642P1--04-01 - Year 4: Level I Security Officer**  
Lot Description **Security Guard Services for PORT**  
Quantity **234000 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty 234000**

**Description**

Level I Security Officer  
Estimated Annual Hours = 234,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-02 - Year 4: Level I Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **5250 hour**  
Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 5250

**Description**

Level I Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 5,250

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-03 - Year 4: Level II Security Officer**

Lot Description **Security Guard Services for PORT**

Quantity **61320 hour**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 61320

**Description**

Level II Security Officer  
Estimated Annual Hours = 61,320

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-04 - Year 4: Level II Security Officer (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **1680 hour**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 1680

**Description**

Level II Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 1,680

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-05 - Year 4: Field Shift Supervisor**

Lot Description **Security Guard Services for PORT**

Quantity **17000 hour**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 17000

**Description**

Field Shift Supervisor  
Estimated Annual Hours = 17,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-06 - Year 4: Field Shift Supervisor (OT/Holiday)**

Lot Description **Security Guard Services for PORT**

Quantity **400 hour**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 400

**Description**

Field Shift Supervisor (Overtime/Holiday)  
Estimated Annual Hours = 400

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--04-07 - Year 4: Vehicle**

Lot Description **Security Guard Services for PORT**

Quantity **6 month**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 6

**Description**

Monthly Cost per Vehicle for use at Port Everglades

See Project Specific Agreement for Vehicle descriptions

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Item **GEN2120642P1--05-01 - Year 5: Level I Security Officer**

Lot Description **Security Guard Services for PORT**

Quantity **234000 hour**

Unit Price

Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified

**Qty** 234000

**Description**

Level I Security Officer  
Estimated Annual Hours = 234,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-02 - Year 5: Level I Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **5250 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 5250

**Description**

Level I Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 5,250

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-03 - Year 5: Level II Security Officer**  
Lot Description **Security Guard Services for PORT**  
Quantity **61320 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 61320

**Description**

Level II Security Officer  
Estimated Annual Hours = 61,320

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-04 - Year 5: Level II Security Officer (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **1680 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 1680

**Description**

Level II Security Officer (Overtime/Holiday)  
Estimated Annual Hours = 1,680

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-05 - Year 5: Field Shift Supervisor**  
Lot Description **Security Guard Services for PORT**

Quantity **17000 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 17000

**Description**  
Field Shift Supervisor  
Estimated Annual Hours = 17,000

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-06 - Year 5: Field Shift Supervisor (OT/Holiday)**  
Lot Description **Security Guard Services for PORT**  
Quantity **400 hour**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 400

**Description**  
Security Guard Officer - Level II (Overtime/Holiday)  
Estimated Annual Hours = 400

See Project Specific Agreement for CSS Personnel/Staffing descriptions

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Item **GEN2120642P1--05-07 - Year 5: Vehicle**  
Lot Description **Security Guard Services for PORT**  
Quantity **6 month**  
Unit Price   
Delivery Location **Broward County Board of County  
Commissioners**  
No Location Specified  
  
**Qty** 6

**Description**  
Monthly Cost per Vehicle for use at Port Everglades

See Project Specific Agreement for Vehicle descriptions

**Special Instructions to Vendors**  
**Solicitation Name: Security Officer Services for PORT**

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

**A. Additional Responsiveness Criteria:**

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

1. [Bond Requirement:

Refer to **Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements** for submittal requirements and forms. Vendor must submit an original **Submittal Bond** in the amount of **\$ 10,000** at time of solicitation due date in order to be responsive to solicitation requirements. In lieu of the Submittal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original Bid Guaranty – Unconditional Letter of Credit. Failure to submit a Submittal Bond or other submittal as indicated by solicitation due date and time, and in accordance with instructions will deem Vendor nonresponsive.

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. Living Wage Requirements

This solicitation requires that Vendor comply with the Living Wage Ordinance. Vendors must follow the instructions included in the **Living Wage Ordinance Requirements** section and submit **Living Wage Ordinance Compliance Affidavit Form** as instructed.

4. Additional Requirement(s)

Vendor must provide confirmation of all certifications and requisites as required within this RFP solicitation document) ]

**a) Criminal History Certification Requirement:**

This solicitation requires that the Vendor comply with the Criminal History Screening Practices unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the Criminal History Screening Practices Certification Form and submit as instructed.

**b) Contractor Requirements:**

With their submittal and continuously thereafter, a Contractor shall possess, as well as maintain, a Designation under the Federal Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, also known as the "SAFETY Act.". Contractors shall provide proof of the Designation by submitting a copy of the Department of Homeland Security (DHS) Certificate of SAFETY Act Designation Letter describing the approved technologies included in the Designation, the Designation termination date, and the liability insurance required to be maintained by proposer.

**B. Additional Responsibility Criteria:**

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

1. Office of Economic and Small Business Development Program

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

[

2. Workforce Investment Program

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

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

Vendor Shall have, a valid Class “B” or Class “BB” Security Agency license from the State of Florida, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this solicitation

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

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

4. **Contractor Requirements and Evaluation Criteria:**

This solicitation requires the Vendor to provide documentation information to be considered responsible. Please refer to Contractor Requirements and Evaluation Criteria.

5. **Minimum Eligibility Requirements:**

This solicitation requires Vendor to meet minimum eligibility requirements to be deemed responsive and responsible including: The Contractor shall possess, as well as maintain, a Designation under the Federal Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, also known as the “SAFETY Act”. The Contractor must provide proof of the Designation by submitting a copy of the Department of Homeland Security (DHS) Certificate of SAFETY Act Designation Letter describing the approved technologies included in the Designation, the Designation termination date, and the liability insurance required to be maintained by Contractor. Please refer to Qualified Contractor Requirements and Evaluation Criteria for details on all responsiveness and responsibility requirements



**C. Standard Agreement Language Requirements:**

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

[\[Project Specific Agreement - refer to link below.\]](#)

Project Specific Agreement for Port Everglades (included)

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

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

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

Not applicable to this solicitation.

**G. Procurement Authority:**

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

]

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

[County Funds

]

**I. Projected Schedule:**

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **Select Date** at **Enter Time**;

Final Evaluation Meeting (Sunshine Meeting): **Select Date** at **Enter Time**;

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

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

**J. Project Manager Information:**

Project Manager: Robert Jenkins, Program/Project Coordinator

Email: rojenkins@broward.org

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

**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-responsive.

- 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. Cone 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 Form** and submit as instructed.

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

1. The acceptance of or any exceptions taken to the terms and conditions of the County’s Agreement shall be considered a part of a Vendor’s 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:  
$$\text{(Lowest Proposed Price/Vendor's Price)} \times \text{(Maximum Number of Points for Price)} \\ = \text{Price Score}$$
  - 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. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.

3. To submit confidential material, three copies (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" 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
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. 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 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically 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 212 Fort  
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

## **Evaluation Criteria Security Officer Services for Port Everglades (PORT)**

All capitalized terms below that are not defined herein shall have the meaning set forth in the Project-Specific Agreement that is advertised with this RFP.

### **1. Ability of Professional Personnel:**

Proposer shall identify all Key Personnel, including, but not limited to, the Program Manager, and demonstrate that all Key Personnel meet the qualification requirements set forth in Exhibit A, Section 2 of the Project-Specific Agreement. Proposer shall include the resumes for all Key Personnel and explain relevant experience. **(Maximum of 5 Points based on quality of response).**

**Total Maximum Points Value: 5**

### **2. Project Approach:**

Proposer shall demonstrate a thorough understanding of the requirements described in the Scope of Services (SOS) attached as Exhibit A to the Project-Specific Agreement (“SOS”) by providing the below-requested information. Responses shall be specific, detailed, and contain all information that clearly and fully demonstrates proposer’s understanding of the general security Officer services requirements for Port Everglades and the inherent risks associated with this procurement. It is not adequate to simply state that Proposer understands and will comply with the requirements, or to paraphrase the requirements such as: “standard procedures will be employed to...” and “well-known techniques will be used.”

- 2.1. Proposer shall describe its approach to the SOS and describe how subcontractors/subconsultants will be utilized. **(Maximum of 10 Points based on the quality of response).**
- 2.2. Proposer shall describe its approach to planning, organizing, scheduling, managing, and supervising daily work activities of CSS Personnel. Proposer shall include strategies for maximizing the effectiveness and efficiency of the following: communication; problem-identification and problem-solving; reporting; schedule control; data quality control; and discipline of CSS Personnel. **(Maximum of 10 Points based on the quality of response).**
- 2.3. Proposer shall describe its policies and procedures for training and development of CSS Personnel so that they maintain technical competency. Proposer shall detail how it plans to comply with the training requirements set forth in Exhibit A of the Project-Specific Agreement. **(Maximum of 10 Points based on the quality of response).**
- 2.4. Proposer shall describe its proposed transition plan, which will be required by Exhibit A of the Project-Specific Agreement. The description shall include an implementation control schedule for systematically assuming services with minimal disruption to operations at Port Everglades. **(Maximum of 10 Points based on the quality of response).**

**Total Maximum Points Value: 40**

**3. Past Performance:**

Describe Proposer's experience on projects of similar nature, scope, and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Include a table showing at least the following information for each contract: Contract Title; Contract Number; Brief Description of Scope of Work; Period of Performance; Place of Performance; Average Number of Employees on the Contract Per Year; Type of Contract; Contract Value (original value, present and final value); and Method of Acquisition (competitive or sole-source); and whether services was provided at 33 C.F.R. parts 101-105 regulated seaports or other federally regulated facilities. Proposer shall further indicate in such table if the company was the prime or subcontract, and if the contract was terminated (for convenience or default), provide a discussion of the circumstances leading up to and the decision for the termination.

Vendor shall provide references for all work identified in the table to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous General Security Officer Services current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. **(Maximum of 15 Points based on the quality of response).**

**Total Maximum Points Value: 15**

**4. Workload of the Firm:**

For the prime proposer only, list all completed and active projects that Proposer has managed within the past five years (or is currently managing). In addition, list all projected projects that Proposer will be working on in the future. Projected projects mean project(s) that Proposer is awarded a contract, but the Notice to Proceed or start date has not been issued. Projects listed shall list the hours per week.

4.1. Proposer shall describe Proposer's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how proposer dealt or will deal with such challenges. **(Maximum of 5 Points based on the quality of response).**

4.2. Proposer shall describe their emergency /surge plan for providing with notice up to 40 Contract Security Services (CSS) personnel within 72 hours if needed, as required by the Project-Specific Agreement. **(Maximum of 10 Points based on the quality of response).**

**Total Maximum Points Value: 15**

**5. Location:**

Refer to Location Certification Form and submit as instructed. Points shall be allocated as follows based on the Proposer'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).

**Total Maximum Points Value: 5**

**6. Pricing:**

Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price / Proposer's Price) x 20 = Price Score.

**Total Maximum Points Value: 20**

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**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

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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;



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- 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.

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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:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

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

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

**Description of services provided by Vendor:**

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

**Needs Improvement**

**Satisfactory**

**Excellent**

**Not Applicable**

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

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

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

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

### Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The is available at the following link:  
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The is available at the following link:  
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

Revised May 1, 2021

**Living Wage Ordinance Requirements:**

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit 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. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: [www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx](http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx)
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
  - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
  - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
  - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
  - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
  - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
    1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
    2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
      - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
      - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.



- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
  
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT 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. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Local Contact: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Using Agency Served: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below I hereby certify that the covered employees listed below: (please check one)

- A.  Receive a minimum pay of \$ \_\_\_\_\_ per hour and are provided health benefits valued at \$ \_\_\_\_\_ per hour.
- B.  Receive a minimum pay of \$ \_\_\_\_\_ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public)

My commission expires: \_\_\_\_\_ (SEAL)

Personally Known  or Produced Identification  Type of Identification Produced: \_\_\_\_\_

**APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM**

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

**SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: USING AGENCY AND SOLICITATION INFORMATION**

Using Agency: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

Using Agency Contact Name: \_\_\_\_\_ Agency Contact Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested)

**(LWO 26.103(f)(1); Wage History):** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

**Required documentation for this exemption basis:** Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

**(LWO 26.103(f)(2): Contractual):** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

**Required documentation for this exemption basis:** Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

**SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: \_\_\_\_\_

### Workforce Investment Program Requirements:

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

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

**WORKFORCE INVESTMENT PROGRAM CERTIFICATION**

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

In accordance with the Workforce Investment Program

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

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

**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



**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

Broward County Board of  
County Commissioners

**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

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

Vendor Name:

Revised May 1, 2021

**AGREEMENT EXCEPTION 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

**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

## 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.

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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:

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- 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



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certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal 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.

Broward County Board of  
County Commissioners

3. Additional documentation demonstrating the applicable percentage of equity interests in 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 Business Location 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

## Security Requirements

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

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

### B. General Facilities:

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

**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





Finance and Administrative Services Department  
**PURCHASING DIVISION**  
115 S. Andrews Avenue, Room 212 - Fort Lauderdale, Florida 33301 - 954-357-6066 - FAX 954-357-9535

### **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).

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification 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. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.

B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.

1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle:  Yes or  No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations

are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all

deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Revised May 1, 2021

Broward County Board of  
INSURANCE REQUIREMENTS  
County Commissioners

Project: Security Services  
Agency: Port Everglades

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <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 <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$ 1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input 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>	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form:	\$	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:		
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input type="checkbox"/>	If claims-made form:	\$2,000,000	\$2,000,000
			Extended Reporting Period of:	2 year	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
Broward County  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
  
Attention: Vincent Tuzeo

Digitally signed by NORMAGENE DMYTRIWI  
DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=PEV, ou=Users, cn=NORMAGENE DMYTRIWI  
Date: 2019.12.09 10:49:31 -05'00'

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



**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED]  
FOR SECURITY OFFICER SERVICES FOR PORT EVERGLADES (RFP # GEN2120642P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and [REDACTED], a [REDACTED] (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

- A. County owns and operates Port Everglades, a deep-water port located in Broward County, Florida.
- B. County conducted a competitive solicitation seeking proposals from qualified and experienced vendors to provide the Services (“RFP”).
- C. Contractor submitted a proposal to the RFP and received the highest ranking during the RFP process.
- D. County and Contractor desire to enter into this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Port Everglades Department.
- 1.3. **Chief Executive/Port Director** means the chief executive of the Port Everglades Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Chief Executive/Port Director to act for the Chief Executive/Port Director with respect to any or all matters pertaining to this Agreement.
- 1.4. **Contract Administrator** means the Chief Executive/Port Director, or such other person designated by the Chief Executive/Port Director in writing.
- 1.5. **Contract Security Staff Personnel** or **CSS Personnel** means the staff defined in Exhibit A, Section 2.
- 1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

- 1.7. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.8. **Port Everglades** or **Port** means the deep-water port located on the lower East Coast of the Florida Peninsula at the adjoining city limits of Fort Lauderdale, Hollywood, and Dania Beach, and all Port facilities located thereon, as more specifically defined in the Tariff.
- 1.9. **Port Everglades Business Purpose Card** means as defined in Section 42.2 of the Broward County Administrative Code.
- 1.10. **Port Everglades Department** means the County department established pursuant to Section 16.1 of the Broward County Administrative Code and responsible for administering and operating Port Everglades, or any successor agency.
- 1.11. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.12. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in **Exhibit A** ("Scope of Services"), and any Optional Services procured under this Agreement.
- 1.13. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.14. **Tariff** means Tariff Number 12, as may be amended, which is electronically filed with the U.S. Federal Maritime Commission, filed in the FMC-ATFI system, and located at <https://www.porteverglades.net/development/tariff>.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>Prevailing Wage Statement of Compliance</b>
<b>Exhibit F</b>	<b>CBE Subcontractor Schedule and Letters of Intent</b>
<b>Exhibit G</b>	<b>Certification of Payments to Subcontractors and Suppliers</b>
<b>Exhibit H</b>	<b>Port Everglades Security Requirements</b>
<b>Exhibit I</b>	<b>Support Space</b>
<b>Exhibit <span style="background-color: yellow;"> </span></b>	<b>Business Associate Agreement</b>

## ARTICLE 3. SCOPE OF SERVICES

- 3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in **Exhibit A** (the "Scope of Services"). The Scope of Services is a description of

Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as **Exhibit D** executed by Contractor and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement shall become effective on the date it is fully executed by the Parties ("Effective Date"). The term of this Agreement shall commence on [REDACTED] ("Commencement Date") and shall end three (3) years thereafter ("Initial Term"). The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by sending notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this extension option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.



4.4. Extension Rates and Terms. Unless expressly stated in **Exhibit B**, Contractor shall be compensated at the rates in effect when an Extension Term or the additional extension described in Section 4.3 was invoked by County, and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 5. COMPENSATION**

5.1. Maximum Amounts. For all services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

<b>Services</b>	<b>Not-To-Exceed Amount</b>
Services	\$
Optional Services	\$
<b>TOTAL NOT TO EXCEED</b>	<b>\$</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in **Exhibit B** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County’s obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor’s obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Contractor must submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (**Exhibit G**) with each invoice in which Subcontractor costs are charged. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in **Exhibit B** for the applicable Services, minus any agreed upon retainage as stated in **Exhibit B**. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in **Exhibit B**.

5.2.3. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that **Exhibit B** expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

**[DELETE IF NOT APPLICABLE]**

5.6. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or

entity that is required to complete Internal Revenue Service (“IRS”) Form W-8ECI, Contractor shall provide County a copy of Contractor’s current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor’s legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor’s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor’s compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor’s compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor’s compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with

committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6.12. Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Broward County Code of Ordinances.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

#### **ARTICLE 7. INDEMNIFICATION**

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit C**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and

defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

#### **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect

the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.

9.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies, available at law or in equity.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the



foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in **Exhibit F** (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in **Exhibit F** and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81.

Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.6. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.7. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.8. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.9. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade

secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 468-3501, JORHERNANDEZ@BROWARD.ORG, 1850 ELLER DR., SUITE 603, FORT LAUDERDALE, FLORIDA 33316.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: BHenry@broward.org

with a copy to:

Chief Executive/Port Director  
1850 Eller Drive, Suite 603

Fort Lauderdale, Florida 33316  
Email address: jdaniels@broward.org

FOR CONTRACTOR:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Email address: [REDACTED]

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and

shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is 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 individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.



11.24. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Contractor shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibit E**.

11.25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without prior written consent from County.

11.27. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.28. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.29. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.30. Port Everglades Security Requirements. Contractor shall comply with the Port Everglades Security Requirements attached hereto as **Exhibit H**.

11.31. Fines and Penalties. If as a result of the acts or omissions of Contractor or Contractor's employees, County incurs any fines and/or penalties imposed by any governmental agency, then Contractor shall 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. All such fines and/or penalties shall be deducted from any payment otherwise due to Contractor.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the [redacted] day of [redacted], 20[redacted], and Contractor, signing by and through its [redacted] duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor

[redacted] day of [redacted], 20[redacted]

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404

By: \_\_\_\_\_  
Carlos Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR  
SECURITY OFFICER SERVICES FOR PORT EVERGLADES (RFP # GEN2120642P1)**

CONTRACTOR

WITNESSES:

**CONTRACTOR NAME**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

## EXHIBIT A - SCOPE OF SERVICES

Commencing on the Commencement Date, unless an earlier date is specified in this Agreement, Contractor and County agree that Contractor shall provide the following Services:

**1. Services.** Contractor shall provide security services at Port Everglades in accordance with the terms and conditions of this Agreement, which shall include, but not be limited to, securing security and access checkpoints (via inspections, locking/unlocking gates, etc.); staffing security desks and offices; patrolling Port Everglades (both on foot and by vehicle); escorting authorized persons; directing traffic and parking; responding to trespass and other security incidents; safeguarding and protecting all existing structures, utilities, service, roads, trees, shrubbery, etc., against damage or interrupted service; maintaining order; and performing other similar security tasks (collectively, the “Basic Security Services”), and undertaking all supervisory responsibilities that are necessary to ensure the successful performance of such Basic Security Services.

The Parties recognize that the Services contemplated herein cannot be determined with specificity as of the Effective Date. The Services shall be provided in such a manner as to meet the security needs of Port Everglades most efficiently.

### **2. Staffing/Operations.**

A. Contract Security Staff Personnel. Contract Security Staff Personnel shall consist of the following (“CSS Personnel”):

i. **Level I Security Officers.** Contractor shall provide as many Level I Security Officers as may be required by the Contract Administrator.

(a) **Scope:** Level I Security Officers will perform the Basic Security Services at the Posts requested in writing by the Contract Administrator.

(b) **Rates:** The hourly rates for Level I Security Officers for Services performed pursuant to an approved Staffing Report (hereinafter defined) approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.

(c) **Qualifications:** Level I Security Officers must meet at least one of the following criteria:

a. At least one (1) year of law enforcement experience or military experience from any branch of the Armed Forces with an honorable discharge documented on a DD214 form.

b. Associate’s degree (or higher) from an accredited institution.

c. At least three (3) years of security experience.

- d. At least one (1) year of experience as a security supervisor.
- ii. **Level II Security Officers.** Contractor shall provide as many Level II Security Officers as may be required by the Contract Administrator.
- (a) Scope: Level II Security Officers will perform the Basic Security Services at the Posts requested in writing by the Contract Administrator.
- (b) Rates: The hourly rates for Level II Security Officers for Services performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
- (c) Qualifications: Level II Security Officers must qualify as a Level I Security Officer and must additionally have at least three (3) years of verifiable experience within the military, a civilian law enforcement agency, or a licensed security firm.
- iii. **Field Shift Supervisors.** Contractor shall provide as many Field Shift Supervisors as may be required by the Contract Administrator.
- (a) Scope: Field Shift Supervisors will provide on-site supervision and training to Level I and Level II Security Officers to ensure that such CSS Personnel understand and properly perform their assigned duties. Field Shift Supervisors will ensure that Level I and Level II Security Officers understand and adhere to all operating procedures, Post Orders, and safety and security directives. Field Shift Supervisors will ensure proper staffing; inspect Level I and Level II Security Officers for proper attire and credentials; ensure incident reports are completed and submitted; respond to events involving Level I and Level II Security Officers; assist the Port Everglades Department, as needed; conduct post inspections; conduct mobile and foot patrols; arrange relief as needed; respond and address employee character or performance concerns; and perform similar security functions to ensure the proper performance of the Basic Security Services.
- (b) Rates: The hourly rates for Field Shift Supervisors for Services performed pursuant to an approved Staffing Report approved by the Contract Administrator shall be billed to County as stated in Article 5 at the rates set forth in **Exhibit B**.
- (c) Qualifications: Field Shift Supervisors must qualify as a Level II Security Officer and must additionally have at least two (2) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm.

iv. **Assistant Program Manager.** Contractor shall provide one Assistant Program Manager. The Assistant Program Manager must be always accessible via cellphone (24/7) and on site at the Port at least forty (40) hours per week. The Assistant Program Manager shall be provided as part of Contractor's management overhead, and his or her hourly rates may not be billed to County.

(a) Scope: The Assistant Program Manager will perform the same security tasks as Field Shift Supervisors.

(b) Qualifications: The Assistant Program Manager must qualify as a Field Shift Supervisor and must additionally have at least three (3) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm and possess an active State of Florida Class "MB" Security Agency Manager License.

v. **Program Manager.** Contractor shall provide one Program Manager. The Program Manager must be always accessible via cellphone (24/7) and on site at the Port at least forty (40) hours per week. The Program Manager shall be provided as part of Contractor's management overhead, and his or her hourly rates may not be billed to County.

(a) Scope: The Program Manager will be responsible for the overall management and coordination of the Services, must have full authority to act on behalf of Contractor in performing Services, and will act as Contractor's central point of contact with the Contract Administrator and Port Everglades Department.

(b) Qualifications: The Program Manager must qualify as an Assistant Program Manager (including possessing an active State of Florida Class "MB" Security Agency Manager License) and must additionally have at least four (4) years of verifiable supervisory experience within the military, a civilian law enforcement agency, or a licensed security firm.

vi. **Additional Qualifications for all CSS Personnel.** All CSS Personnel providing Services must meet the following additional qualifications unless otherwise agreed in writing by the Contract Administrator:

(a) Must be at least twenty-one (21) years of age.

(b) Must possess a high school diploma or G.E.D.

(c) Must have and maintain a valid Class "D" Security Officer license from the State of Florida, pursuant to Section 493, Florida Statutes.

(d) Must have and maintain a valid State of Florida Driver's license.

- (e) Must possess an active Transportation Security Agency (TSA) issued Transportation Worker Identification Credential (“TWIC”).
- (f) Must possess a Port Everglades Business Purpose Card and submit to any necessary background checks to obtain such card.
- (g) Must be able to communicate proficiently (both orally and in writing) in English.
- (h) Must be fully literate in English (*i.e.*, able to read, write, speak, understand, and be understood).
- (i) Must be proficient in the North Atlantic Treaty Organization Phonetic Alphabet and 10 Code radio communication protocols.
- (j) Must possess the training and ability to use Microsoft Office Suite and Visitor Management Systems applications.
- (k) Must be able to identify and manipulate power switches on inspection equipment, distinguish all colors displayed on such equipment, and explain what each color signifies.
- (l) Must be able to hear and respond to audible alarms.
- (m) Must be physically capable of performing the inspections required by this Agreement, including, but not limited to, opening and closing latches, zippers, and screw caps; removing or feeling beneath the contents of containers; and reaching all sides and compartments of bags.
- (n) Must be physically capable of handling and manipulating baggage, containers, and other objects that are subject to screening.
- (o) Must be physically capable of performing pat-down or hand-held metal detector inspections of individuals and reaching all parts of the individual’s body with one hand.

vii. The Contract Administrator may request that CSS Personnel who fail to comply with the above requirements be prohibited from providing Services. Contractor shall comply with any such request by prohibiting such CSS Personnel from providing Services.

B. Key Personnel. Contractor shall ensure that the persons responsible for Contractor’s performance of the Services under this Agreement, as such persons are identified below (collectively, the “Key Personnel”), are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement.



i. The Key Personnel shall be as follows:

Program Manager

[REDACTED]

Assistant Program Manager

[REDACTED]

ii. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much notice as is possible if thirty (30) days' notice is not possible) regarding such changes, the management plan associated with such changes, and resumes of individuals that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.

iii. If the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) days from the date of such notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.

iv. County is not responsible for any additional costs associated with a change in the Key Personnel.

v. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.

vi. Contractor shall provide the Contract Administrator with the phone numbers for the Key Personnel and shall notify the Contract Administrator of any changes to such phone numbers.

vii. Key Personnel shall be authorized to represent and act for Contractor and to meet with the Contract Administrator to discuss the performance of Services under this performance of this Agreement.

C. Staffing/Scheduling.

i. Contractor shall provide CSS Personnel in sufficient number to properly provide the Services. Estimated hours are provided in Table C in **Exhibit B** for planning purposes only and actual Services may vary. No work is expressed or implied based on the number of hours listed in Table C in **Exhibit B**. The Contract Administrator may request increases or decreases in Services (*i.e.*, hours) in writing based on Port needs; provided, however, the maximum compensation

stated in Article 5 shall never be exceeded. All Services must be approved in writing through a Staffing Report.

ii. Contractor must maintain an active recruiting and screening program sufficient to provide the number of CSS Personnel requested by the Contract Administrator.

iii. Contractor shall ensure that its CSS Personnel are appropriately trained, qualified, and experienced.

iv. At least thirty (30) days before the Commencement Date, or immediately upon the Effective Date, whichever is later, or before such other date approved in writing by the Contract Administrator, Contractor shall provide the Contract Administrator a transition plan outlining the Services to be provided upon the Commencement Date, completed Post Orders, the training program and dates of implementation/completion, and any other transition-related items required in writing by the Contract Administrator to ensure proper performance of the Services upon the Commencement Date.

v. At least one (1) week before the start of each week during the term, including one (1) week before the Commencement Date, Contractor shall submit a CSS Personnel staffing report to the Contract Administrator outlining the base number of CSS Personnel Contractor plans to use for Services during the applicable week ("Staffing Report"). The proposed Staffing Report shall be generated based upon anticipated Services for the applicable week. The Staffing Report shall include the classifications of CSS Personnel positions and the responsibilities of each position, the names of the CSS Personnel, CSS Personnel schedules by time period (including the hours of each shift), and any other detail required in writing by the Contract Administrator. The Contract Administrator must approve each Staffing Report in writing before the commencement of Services for the applicable week. Any changes to the Staffing Report requested by the Contract Administrator in writing shall be made by Contractor and resubmitted for approval by the Contract Administrator within the time period requested by the Contract Administrator.

vi. If there is a disagreement regarding the amount of CSS Personnel necessary, the Contract Administrator's decision shall control.

vii. An approved Staffing Report may be amended only with the written approval of the Contract Administrator or at the written direction of the Contract Administrator. Notwithstanding the above, such permission by the Contract Administrator to amend may be verbal if due to a Surge or other emergency, but such permission must be set forth in writing immediately after such Surge or emergency concludes.

viii. Contractor shall notify the Contract Administrator of all CSS Personnel who are unable to arrive on time for their scheduled assignment, as indicated on an approved Staffing Report. Contractor shall immediately provide an appropriate qualified and trained replacement for the scheduled assignment. If Contractor is unable to staff the scheduled assignment, Contractor must immediately notify the Contract Administrator.

ix. Contractor shall provide breaks to CSS Personnel in accordance with state and federal laws. Break periods may not be billed to County. All CSS Personnel who are on a break period shall be relieved by properly trained, qualified, and approved relief personnel. The rates for such relief personnel may be billed to County.

x. Contractor shall immediately notify the Contract Administrator when any CSS Personnel no longer require access to the Port so that the Port Everglades Department can deactivate such person's Port Everglades Business Purpose Card, and must confiscate such card and immediately return such card to the Contract Administrator.

xi. Contractor shall comply with any requests from the Contract Administrator to be part of the interview process for the hiring of CSS Personnel.

D. Appearance/Conduct. CSS Personnel, while providing Services:

i. Must be qualified, competent, and experienced, and complete all training required by this Agreement.

ii. Must be clean and neat in appearance.

iii. Must maintain the highest standards of service.

iv. Must be on time to assignments.

v. Must not use technology devices such as tablets, cellphones, and/or headphones other than for business purposes, and except as otherwise approved in writing by the Contract Administrator.

vi. Must not sleep or appear to be sleeping (on duty or otherwise).

vii. Must comply with all laws, rules, and regulations.

viii. Must be courteous, polite, and inoffensive in their conduct and demeanor.

ix. Must comply with all Post Orders.

- x. Must report all incidents; suspicious activities, persons, vehicles, or materials; all actual or potential fire hazards; and safety and security hazards.
- xi. Must render assistance; provide information and direction to Port patrons and members of the Port community; and deter and report damage, pilferage, removal, destruction, secreting, misappropriation, misuse, larceny, and disposition of Port property.
- xii. Must never leave an assigned post unattended, even if their shift ends. CSS Personnel must not leave an assigned post unless relieved by other CSS Personnel (including CSS Personnel covering the following shift or relief personnel) or unless specifically authorized by the Contract Administrator.
- xiii. Must be equipped with all equipment necessary to perform the Services. CSS Personnel shall be equipped with at least the following, which shall be functional at all times:
  - (a) Whistle with metal chain attachment, provided by Contractor.
  - (b) Flashlight, provided by Contractor.
  - (c) Two-way radio, provided by County.
- xiv. Must wear distinctive uniforms identifying them as part of Contractor, which uniforms must be approved in advance and in writing by the Contractor Administrator. Such uniforms may be used only when on official duty or while in transit between their place of residency and their assignment at the Port. The uniforms must meet the following standards unless otherwise approved in advance and in writing by the Contract Administrator:
  - (a) All CSS Personnel must wear the same uniform (same color and style), which shall be clean and neat in appearance, but do not need to be new.
  - (b) CSS Personnel uniforms must consist of at least the following items: trousers, all-season weight, all the same color and style; shirts/blouses, short or long sleeve, all the same color and style; solid black belt; solid black socks; and solid black shoes.
  - (c) Uniform hat - "Baseball" style cap, with a patch that identifies Contractor, may be used on posts with approval of the Contract Administrator.
  - (d) Rank insignia must be worn on the collar or epaulet to designate status of CSS Personnel.

(e) Shoulder patches lettered to indicate the name of Contractor shall be worn on both shoulders of the uniform jacket, as applicable, and shirt. No other identification of Contractor shall be worn or displayed on the uniform except the hat, as applicable.

(f) Name tags and current photo identification card issued by Contractor must be worn by CSS Personnel and visible at all times.

(g) Foul weather clothing, including raincoats, boots, and/or security jacket, as applicable, shall be required for those employees assigned to perform duties while exposed to cold or inclement weather conditions. All foul weather clothing must be identical in style and color for each CSS Personnel and marked with Contractor's identification logo or name, or an insignia.

(h) Uniforms must adhere to all relevant Occupational Safety and Health Administration regulations, and other applicable regulations.

(i) Contractor shall determine and provide, and CSS Personnel shall properly wear/use, prescribed Personal Protective Equipment (PPE) for assigned duties. At a minimum, Contractor shall issue, and ensure that CSS Personnel assigned to a construction site and/or AOA duties properly use/wear, the following additional items:

- a. High visibility safety vest.
- b. Black, steel-toed safety shoes, or construction boots.
- c. OSHA-approved construction safety helmet ("hard hat").
- d. Protective work gloves.
- e. Safety glasses.
- f. Latex gloves.
- g. Hand sanitizer.

(j) Port Everglades Business Purpose Cards and TWIC shall be worn/displayed at all time while at Port Everglades.

(k) Contractor shall ensure that all non-uniformed staff, such as management and administration personnel, wear professional attire with Contractor-issued current photo identification and Port Everglades Business Purpose Card.

xv. Must not smoke, use e-cigarettes, chew tobacco while at the Port (on duty or otherwise).

The Contract Administrator may request that CSS Personnel who fail to comply with the above requirements be prohibited from providing Services. Contractor shall comply with any such request by prohibiting such CSS Personnel from providing Services.

E. Training. Contractor shall create and implement a training program for all CSS Personnel, which must be approved in advance and in writing by the Contract Administrator ("Training Program"). Contractor shall make any changes to the Training Program that are requested in writing by the Contract Administrator.

i. The Training Program shall include at least the following:

(a) **Initial General MTSA Training.** Contractor shall provide an initial Maritime Transportation Security Act ("MTSA") training ("Initial General MTSA Training") to CSS Personnel before such CSS Personnel may provide Services. Such training must address at least the topics set forth in 33 CFR Part 105, Section 210.

(b) **Initial Port-Specific MTSA Training.** CSS Personnel (those existing on the Commencement Date and subsequent new hires) must complete an initial Port-specific MTSA training ("Initial Port-Specific MTSA Training") offered by County before such CSS Personnel may provide Services.

(c) **Refresher MTSA Training.** CSS Personnel must complete the Refresher MTSA Training ("Refresher MTSA Training") offered by County within one year after the date such CSS Personnel completed the Initial Port-Specific MTSA Training ("Anniversary Date"), but no earlier than thirty (30) days before such CSS Personnel's Anniversary Date, and on an annual basis thereafter.

(d) **Post-Specific Training.** Contractor shall provide an initial Post-specific training ("Post-Specific Training") to CSS Personnel before such CSS Personnel may start at a new Post. The Post-Specific Training must address all Post-specific rules and regulations and on-the-job requirements.

ii. **Measure of Success.** The measure of success for any training shall not be the time invested in training (*e.g.*, eight (8) hours), but, rather, the effectiveness with which the trained CSS Personnel is able to perform its duties. The Contract Administrator shall be the sole assessor of that effectiveness. CSS Personnel shall re-complete any training when requested in writing by the Contract Administrator due to unsatisfactory performance of Services.

iii. **Trainer.** Initial General MTSA Training and Post-Specific Training must be conducted by a qualified, experienced officer or supervisor who is approved by the Contract Administrator.

iv. **Training Cost.** County shall not be charged for any training materials or for the hourly rates for CSS Personnel taking any training required by the Training Program.

v. **Training Records.** Contractor shall designate an employee on Contractor's staff to maintain records evidencing CSS Personnel completion of the required Training Program. Any such training records must be provided to the Contract Administrator when requested in writing by the Contract Administrator.

vi. **Training Observations.** When requested, Contractor shall give the Contract Administrator advance written notice of any trainings and allow the Contract Administrator or a designee to observe such trainings.

F. **Surge Requirements.** If there is a temporary, but urgent need for additional CSS Personnel to meet emergencies such as those posed by unexpected, heightened Department of Homeland Security ("DHS") alert status, major Port incidents, or significant rapid drawdown of other Port security forces ("Surge"), Contractor shall, when notified by the Contract Administrator, provide:

i. Within twenty-four (24) hours of such notice, up to ten (10) additional CSS Personnel (qualified, as required by this Agreement, other than having Port Everglades Business Purpose Cards) to be carded, then (upon successful card issue) available to provide Services.

ii. Within forty-eight (48) hours of such notice (*i.e.*, within 24 hours of the above notice), up to ten (10) further additional CSS Personnel (*i.e.*, up to twenty (20) total additional CSS Personnel) (qualified, as required by this Agreement, other than having Port Everglades Business Purpose Cards) to be carded, then (upon successful card issue) available to provide Services.

iii. Within seventy-two (72) hours of such notice (*i.e.*, within 24 hours of the above notice), up to twenty (20) further additional CSS Personnel (*i.e.*, up to forty (40) total additional CSS Personnel) (qualified, as required by this Agreement, other than having Port Everglades Business Purpose Cards) to be carded, then (upon successful card issue) available to provide Services.

iv. During the Surge, the Contract Administrator may temporarily authorize the payment of overtime to further (and/or sooner) expand available CSS Personnel. Such authorization, however, will be solely at the Contract Administrator's discretion. Overtime will not be authorized, however, in lieu of the above emergency augmentation requirements, or if Contractor fails to send the additional

CSS Personnel (described above) to obtain Port Everglades Business Purpose Cards in a timely manner, as determined by the Contract Administrator.

G. Contractor Requirements.

i. Contractor shall provide all reports requested in writing by the Contract Administrator in the time, method, and manner prescribed in writing by the Contract Administrator, including, but not limited to, a semi-annual report that assesses and measures Contractor's Services.

ii. Contractor may, but is not required, to use a web and GPS-based security management software that includes incident reporting, daily activity reporting, personnel tracking, and any reports required by this Agreement.

iii. Contractor shall inspect and review the performance of all CSS Personnel at least on a weekly basis, or on such other schedule requested in writing by the Contract Administrator, to ensure optimal contractual compliance. All observations must be submitted to the Contract Administrator in a written report.

iv. Contractor shall not damage or destroy, or cause to be damaged or destroyed, any County fixtures, equipment, furnishings, or property. If the Contract Administrator determines that any County fixtures, equipment, or property was destroyed or damaged by Contractor or Contractor's staff, Contractor shall make all repairs or replacements of same at Contractor's own expense. If such damage is repaired by County after failure by Contractor to make such repairs, such costs for repair shall be recoverable by County as a deduction from Contractor's fees.

H. Post Orders.

i. Contractor and the Contract Administrator must work together to develop post orders for all posts ("Posts") assigned to CSS personnel by the Contract Administrator ("Post Orders"). Post Orders delineate the instructions and procedures for staffing individual posts, including any necessary emergency procedures, and define the basic work to be performed by CSS Personnel. Contractor shall meet with the Contract Administrator to develop the final Post Orders, which must be approved in writing by the Contract Administrator at least thirty (30) days before the Commencement Date or by such other date approved in writing by the Contract Administrator. Post Orders must also be created, using the same process, within any timeframe requested in writing by the Contract Administrator, for all new posts added during the term of the Agreement.

ii. Contractor shall ensure that CSS Personnel comply with all Post Orders to the fullest extent possible. Contractor must emphasize to its CSS Personnel that general orders to "Protect County Personnel and Property" supersede all Post



Orders. Contractor shall check each post, at least monthly, and review the applicable Post Order for possible updates. All updates must be approved in writing by the Contract Administrator.

iii. Post Orders may include, but are not limited to, the following, as applicable:

- (a) Site information (*e.g.*, operating hours, chain of command, etc.)
- (b) Building rules and regulations
- (c) Operation of equipment
- (d) Roving patrol routes, schedules, and duties
- (e) Vehicular traffic control
- (f) Access control procedures
- (g) Emergency response procedures
- (h) Security and fire control/alarm systems
- (i) Hazardous conditions, inspection/reporting
- (j) Response to emergencies (*e.g.*, fires, injury, or illness, etc.)
- (k) Procedures for raising, lowering, and half-mast U.S. and other flags
- (l) Safeguarding persons and property
- (m) Minimum number of hours for site orientation training

iv. The Contract Administrator shall have access to these Post Orders at all times.

v. Post Orders are considered Sensitive Security Information. Contractor and all CSS Personnel are prohibited from distributing Sensitive Security Information pursuant to 49 CFR Part 1520. Sensitive Security Information cannot be released except as specified in 49 CFR Part 1520.

I. Vehicles.

i. CSS Personnel may be required to operate licensed and insured marked motor vehicles to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. CSS Personnel may also be required to operate off-street motorized carts to conduct a vehicular patrol of an area.

- ii. Contractor shall provide at least the following number of vehicles for use by CSS Personnel in providing Services ("Vehicles"): six (6) vehicles.
- iii. The Vehicles shall be owned, fueled, and maintained by Contractor, available for use at all times (24/7), replaced/repared as necessary, and exclusively used for Services under this Agreement.
- iv. The Vehicles shall be fully equipped with at least light bar, jumper cables, first aid equipment, and traffic cones; high profile (i.e., visible); well-marked with security markings; and comply with any other requirements of the Contract Administrator.
- v. All Vehicles must be approved in writing by the Contract Administrator before use for Services.

**3. Support Space and Equipment/Supplies.**

A. Support Space. Commencing on the Commencement Date, County grants to Contractor the right to use the Support Space (as designated in **Exhibit I**) for office/administrative matters and other operational needs deemed necessary for the Services. If the Chief Executive/Port Director desires that Contractor utilize different locations or additional locations, or to reduce or vacate the Support Space reflected on **Exhibit I**, then upon written notice from the Chief Executive/Port Director, Contractor shall be required to utilize such different, additional, or reduced areas, or vacate the Support Space, as the case may be; provided, however, that County shall cooperate with Contractor to ensure such change is implemented on a non-interference basis with Contractor's provision of the Services, and County shall provide reasonable advanced notice of such direction. In the event of any change in the Support Space as provided in this section, **Exhibit I** shall be automatically amended to reflect the revised Support Space upon written notice from the Chief Executive/Port Director. Contractor acknowledges that such revised Support Space might not be similar in size or configuration to the Support Space initially designated in **Exhibit I**. This section shall not be construed to grant Contractor any leasehold interests. Improvements may not be made to the Support Space without the written consent of the Contract Administrator. Upon the expiration or earlier termination of this Agreement for any reason, title to such approved improvements shall vest with the County unless otherwise agreed in writing between the Parties, with the Chief Executive/Port Director acting on behalf of County.

B. Maintenance of Support Space. County, at its expense, and except as otherwise stated in this Agreement, shall maintain the Support Space at the same level of maintenance provided at other County-owned Port facilities. Such maintenance shall include janitorial services. Any level of maintenance above what is provided at other County-owned Port facilities shall be performed by Contractor, at Contractor's expense. Upon failure of Contractor to perform its maintenance obligations, after reasonable notice to Contractor, County may perform or cause the maintenance obligations to be

performed at Contractor's expense, and the expense thereof shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor.

C. Repair/Damage to Support Space. County, at its expense, and except as otherwise stated in this Agreement, shall repair any damage to the Support Space deemed necessary for repair by the Contract Administrator; provided, however, if the Support Space, or any portion thereof, is damaged due to the improper use or negligent acts or omissions of Contractor or its employee(s), then such space shall be repaired by County (unless otherwise agreed by the Parties, with the Chief Executive/Port Director acting on behalf of County), and the cost and expense of all such repairs shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor.

D. Utilities. County, at its expense, shall provide the Support Space with electricity, lighting, air conditioning, water, and sewer, and shall use its best efforts to restore electrical and other utility services upon any failure thereto. If Contractor desires to install any utility other than those provided by County, Contractor must obtain prior approval from the Contract Administrator and pay all expenses related to such additional utilities. County shall not be responsible in any way to Contractor for any failure or defect in the supply, quality, or character of the electricity, lighting, air conditioning, water, sewer, or any other utility service furnished at the Support Space. County shall have the right to suspend or shut down electrical or any other utility services when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections to the utility system, or for any other reason.

E. Surrender and Condition of Support Space. Upon the expiration or earlier termination of this Agreement, Contractor shall discontinue its use of the Support Space and leave the Support Space in the same condition as it was received on the first day of use, less reasonable wear and tear. If Contractor fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Support Space to the required condition and Contractor shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

F. Contractor Equipment/Supplies. During the Term, the Support Space shall be equipped/supplied by Contractor with whatever equipment/supplies it deems necessary to perform the Services, including, but not limited to, furniture, computers, security equipment, telephones, copiers, chairs, cleaning supplies, and incidental office supplies.

G. County Equipment. During the Term, County will provide two-way radios for CSS Personnel and workstations at the access control points and staffed lobby desk posts for the issuance of visitor badges ("County Equipment"). All County Equipment shall be returned to County at the expiration or earlier termination of this Agreement. Any County Equipment that is damaged due to improper use or negligent acts or omissions of Contractor or its employees shall be repaired, at the sole discretion of the Contract

Administrator, and the cost and expense of all required repairs shall be charged to Contractor. All such charges shall be deducted from any payment otherwise due to Contractor.

**4. Disincentive Charges:**

A. Purpose. One of County's primary goals in granting this Agreement is to ensure the security of the Port. Contractor agrees that County will suffer damages if Contractor breaches the performance standards set forth below. Contractor further agrees that, due to the nature of the performance standards set forth below, the actual damages to County are not readily ascertainable at the time of contracting and would be impractical or very difficult to quantify. As such, in addition to all other remedies available under this Agreement, Contractor shall be subject to the disincentive charges set forth below if Contractor breaches the performance standards set forth below. The amounts set forth below have been agreed upon as the Parties' reasonable estimate of County's damages in the event of such breach. County's acceptance of any disincentive payment as a result of a performance standard breach will not prevent County from exercising any other right or remedy for default available to County under this Agreement.

B. Performance Standard Breaches. The following specific breaches shall be referred to as "Performance Standard Breaches." Each day that Contractor is in breach shall be considered a separate occurrence, subject to additional disincentive charges. Contractor agrees to pay to County the amount specified below as a disincentive charge for the applicable breach:

- i. Failure to provide any Services required by Exhibit A, Section 1 of this Agreement. Five Hundred Dollars (\$500) per occurrence.
- ii. Failure to provide as many CSS Personnel (trained, qualified, and experienced) as may be required by the Contract Administrator. Five Hundred Dollars (\$500) per occurrence.
- iii. Failure to comply with the Key Personnel requirements set forth in Exhibit A, Section 2(B) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- iv. Failure to submit a transition plan in accordance with Exhibit A, Section 2(C) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- v. Failure to submit a Staffing Report in accordance with Exhibit A, Section 2(C) of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.
- vi. Failure to comply with Exhibit A, Section 2(c)(viii) of this Agreement, which requires Contractor to notify the Contract Administrator of all CSS Personnel who are unable to arrive on time for their scheduled assignment, as indicated on an

approved Staffing Report, and to immediately provide an appropriate qualified and trained replacement for the scheduled assignment or, if Contractor is unable to staff the scheduled assignment, to immediately notify the Contract Administrator. Two Hundred and Fifty Dollars (\$250) per occurrence

vii. Failure of CSS Personnel to comply with the Appearance/Conduct requirements set forth in Exhibit A, Section 2, D of this Agreement. Fifty Dollars (\$50) per occurrence, except it is Two Hundred and Fifty Dollars (\$250) per occurrence for failure to comply with Exhibit A, Section 2, D(vi), which prohibits CSS Personnel from sleeping, or with Exhibit A, Section 2, D(vii), which requires CSS Personnel to comply with all laws, rules, and regulations.

viii. Failure to comply with the Training requirements set forth in Exhibit A, Section 2, E of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.

ix. Failure to comply with the Surge requirements set forth in Exhibit A, Section 2, F of this Agreement. Five Hundred Dollars (\$500) per occurrence.

x. Failure to comply with the Contractor Requirements set forth in Exhibit A, Section 2, G of this Agreement. Two Hundred and Fifty Dollars (\$250) per occurrence.

xi. Failure to comply with the Post Orders requirements set forth in Exhibit A, Section 2, H of this Agreement. Fifty Dollars (\$50) per occurrence.

xii. Failure of Contractor to provide any vehicles required by this Agreement. Five Hundred Dollars (\$500) per occurrence.

C. Procedure for Declaring Performance Standard Breaches. The determination as to whether performance standards have been breached is at the reasonable discretion of the Contract Administrator. Upon determining the existence of a Performance Standard Breach, the Contract Administrator may issue a written notice to Contractor of the occurrence of such breach and the County's claim for disincentive payment. The notice of Performance Standard Breach shall become final and the associated disincentive charge shall be immediately due and payable unless the Contract Administrator receives, no later than ten (10) days after the Contractor's receipt of the notice of Performance Standard Breach, a written statement from Contractor with Contractor's evidence that the breach did not occur. The Contract Administrator shall review such evidence and determine, in his or her reasonable discretion, whether Contractor has demonstrated that the breach did not occur, and notify Contractor of such decision in writing, which decision shall be final. Disincentive charges that are final shall be recoverable by County as a deduction from Contractor's fees.

D. Waiver of Disincentive Payments/Charges. Disincentive charges shall be waived to the extent resulting from severe weather, work stoppages, or when other conditions indicate that the failure was unavoidable, as solely determined by the Contract Administrator. Any determination of waiver by the Contract Administrator must be in writing and shall be final and conclusive. If Contractor believes the occurrence of a particular event may cause delays, it is the responsibility of Contractor to notify the Contract Administrator of the event and to obtain prior written concurrence that disincentive charges will not be assessed.

**5. Optional Services.**

The Contract Administrator may require Contractor to provide additional vehicles for Services. Contractor shall comply with all such requests. Additional vehicles shall be compliant with Section I of this Exhibit and charged to County at a rate of \$\_\_ per month or such other amount approved through a Work Authorization.

**EXHIBIT B - PAYMENT SCHEDULE**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule, including, but not limited to, licenses, uniforms, background checks, badges, Contractor-provided items, etc., shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this **Exhibit B**.

**Table A: Services**

Contract Year 1\*:

<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Level I Security Officers	\$___/hour
Level II Security Officers	\$___/hour
Field Shift Supervisors	\$___/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$___/Month

Contract Year 2\*:

<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Level I Security Officers	\$___/hour
Level II Security Officers	\$___/hour
Field Shift Supervisors	\$___/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$___/Month

Contract Year 3\*:

<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Level I Security Officers	\$___/hour
Level II Security Officers	\$___/hour
Field Shift Supervisors	\$___/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$___/Month

Contract Year 4\* (if extended):

Staff/Personnel	Rate per Hour
Level I Security Officers	\$___/hour
Level II Security Officers	\$___/hour
Field Shift Supervisors	\$___/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$___/Month

Contract Year 5\* (if extended):

Staff/Personnel	Rate per Hour
Level I Security Officers	\$___/hour
Level II Security Officers	\$___/hour
Field Shift Supervisors	\$___/hour
Assistant Program Manager	Not Billable
Program Manager	Not Billable
Vehicle (per vehicle)	\$___/Month

\*Contract Year means the twelve (12) month period beginning on the Commencement Date and ending twelve (12) months thereafter (“Contract Year 1”), and each twelve (12) month period thereafter until the date this Lease expires or terminates.

**Table B: Optional Services**

Staff/Personnel	Rate per Month
Vehicle	\$___/Month

**Table C: Estimated Hours\*\***

Estimated Annual Hours for Services	
CLASSIFICATION	ESTIMATED ANNUAL HOURS
Level I Security Officers	234,000
Level I Security Officers (Overtime/Holiday)	5,250
Level II Security Officers	61,320
Level II Security Officers (Overtime/Holiday)	1,680
Field Shift Supervisors	17,000
Field Shift Supervisors (Overtime/Holiday)	400
Assistant Program Manager (Not Billable)	2,080
Program Manager (Not Billable)	2,080



\*\* Contractor shall provide CSS Personnel in sufficient number to properly provide the Services. Estimated hours are provided in Table C of this Exhibit for planning purposes only and actual Services may vary. No work is expressed or implied based on the amount of hours listed in Table C. The Contract Administrator has the right to request increases or decreases in Services (*i.e.*, hours) in writing based on airport needs; provided, however, the maximum compensation stated in Article 5 shall never be exceeded. All Services must be approved in writing through a Staffing Report. Contractor shall provide breaks to CSS Personnel in accordance with state and federal laws. Break periods may not be billed to County. All CSS Personnel who are on a break period shall be relieved by properly trained, qualified, and approved relief personnel. The rates for such relief personnel may be billed to County.

**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS**

**[USE FORM PROVIDED BY RISK]**

**EXHIBIT D - WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and \_\_\_\_\_ ("Contractor") pursuant to the Agreement, executed on \_\_\_\_\_. The provisions of the Agreement govern and control over any inconsistency between this Work Authorization and the Agreement.

**Services to be provided: [DESCRIBE IN DETAIL]**

[Simple summary]  
See **Exhibit A** for additional detail.

Agreement at issue is \_\_\_ Lump Sum/ \_\_\_ Not-to-Exceed in the amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

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**County**

_____		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

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**Contractor**

_____		Signed	Date
Attest	_____		
	Typed Name		
	_____		
	Title		



**EXHIBIT F - CBE SUBCONTRACTOR SCHEDULE AND LETTERS OF INTENT**

Contractor represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.

**EXHIBIT G - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RLI/Bid/Contract No. \_\_\_\_\_  
Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated \_\_\_\_\_, 20\_\_

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

STATE OF )  
) )  
COUNTY OF )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
State of Florida at Large (Seal)  
My commission expires:

## EXHIBIT H – PORT EVERGLADES SECURITY REQUIREMENTS

### A. Port Everglades Locations

i. 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 projects. 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.

ii. 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.

iii. 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 online to <https://www.tsa.gov/for-industry/twic>.





## Question and Answers for Bid #GEN2120642P1 - RFP - Security Officer Services for Port Everglades

### Overall Bid Questions

There are no questions associated with this bid.