

Solicitation TEC2120970P1

Consultant Services in Technical Solutions for Advanced Planning Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid TEC2120970P1

Consultant Services in Technical Solutions for Advanced Planning Services

Bid Number **TEC2120970P1**
Bid Title **Consultant Services in Technical Solutions for Advanced Planning Services**

Bid Start Date **In Held**
Bid End Date **Mar 3, 2021 2:00:00 PM EST**
Question & Answer
End Date **Feb 24, 2021 7:00:00 AM EST**

Bid Contact **Kirk McDonald**
Purchasing Agent
Purchasing
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Bid Contact **Leahann Licata**
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Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**
Pre-Bid Conference **Dec 31, 2020 6:00:00 AM EST**
Attendance is optional
Location: Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Room: To Be Determined

Attendance at the pre-submittal meeting is optional. This information session presents an opportunity for proposers to clarify any concerns regarding the solicitation's requirements. The vendor is cautioned that, although the pre-submittal meeting is optional, no modifications or any changes will be allowed because of the failure of the vendor(s) to have attended the pre-submittal meeting.

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

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

Bid Comments

Scope of Services: Broward County Aviation Department seeks a qualified firm to provide **Consultant services and technical assistance in Technical Solutions for Advanced Planning Services** for Fort Lauderdale-Hollywood International Airport and North Perry Airport as outlined in the detailed Scope of Services.

Goal Participation: This solicitation includes participation goals for certified Disadvantaged Business Enterprises. Refer to **Special Instructions to Vendors, Section 2.1** for additional information.

Federal Funding: Federal funding applies to this solicitation, refer to the **Special Instructions to Vendors, Section 2.3** for additional information.

Florida Department of Transportation (FDOT): FDOT funding applies to this solicitation, refer to the **Special Instructions to Vendors, Section 2.4** for additional instructions.

Conflict of Interest: Conflicts cannot be identified without a specific identified deliverable that will result in a subsequent scope of work. Additionally, a fact specific scenario will need to be evaluated at the time of preparing a prospective solicitation in order to determine if a conflict exists. In general, it is not anticipated that the awarded prime or subconsultant(s) would be precluded from other Broward County Aviation Department opportunities. Therefore, if the awarded prime or subconsultant(s) were to be a prime or subconsultant on other Broward County Aviation Department opportunities unrelated to the scope of work for this solicitation, they would not be precluded from such future work. However, if the awarded prime or subconsultant(s) were to be a prime or subconsultant on any additional services related to the scope of work for this solicitation, they would be precluded from such future work. However, the County reserves the right to review for a potential conflict on a case by case basis.

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 SG2 by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope SG2. Vendors are responsible for obtaining all addenda related to this solicitation.

Periscope/Bidsync: Throughout the solicitation, all mentions to Bidsync are meant to be Periscope.

Submittal Instructions: Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope SG2. Refer to the Purchasing Division website or contact Periscope SG2 for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope SG2 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 SG2, immediately notify the Purchasing Agent and then contact Periscope SG2 for technical assistance.**

Item Response Form

Item **TEC2120970P1--01-01 - Technical Solutions for Advanced Planning, Consultant Services**

Quantity **1 project**

Prices are not requested for this item.

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

AV0011
AVIATION DEPARTMENT
AIRPORT DEVELOPMENT
320 Terminal Drive, Suite 200
Fort Lauderdale FL 33315
Qty 1

Description

Price **will not** be considered in the evaluation and ranking of the proposers.

Consultant will be required to perform project work via Work Authorization on an as needed basis in areas including but not limited to Geographical Information Systems, Dynamic Planning and Development Management, Airport Modeling Solutions, and General Airport Planning Solutions.

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Scope of Services

Consultant Services in Technical Solutions for Advanced Planning Services

Broward County Aviation Department (BCAD) seeks a qualified firm to provide professional Consultant services and technical assistance in Technical Solutions for Advanced Planning Services for the Fort Lauderdale-Hollywood International and North Perry Airports.

Consultant may be tasked with work from any of four categories, there is no guarantee, expressed or implied, as to the amount of work that may be authorized under the Agreement. Work Authorizations will be issued based on the best interest of the County. A detailed scope for each selected service will be developed upon direction from BCAD. A detailed fee, proposal and work schedule will be produced for each Work Authorization.

In addition, consultant may be asked to provide aviation related technical training, on call or on-site support or assist BCAD with other more general planning technologies issues that may impact the Fort Lauderdale-Hollywood International and North Perry Airports but are not necessarily aviation specific.

The issuance of individual Work Authorizations will be at the discretion of the assigned BCAD Contract Administrator and solely based on the needs of the Fort Lauderdale-Hollywood International and North Perry Airports.

Maximum Billing Rates (Exhibit B) will be based on the most recent FAR Audit or Safe Harbor rates. If the firm does not use FAR audit or Safe Harbor rates, the firm may alternatively propose to use hourly rates, which will be negotiated with the firm utilizing a method and factors agreed to by the firm and the Contract Administrator.

The Scope of Services consists of four categories: Geographical Information Systems, Dynamic Planning and Development Management, Airport Modeling Solutions, and General Airport Planning Solutions. Listed under these categories are services that cover the technical solutions of the BCAD.

The services listed below are not intended to be all inclusive of the work which may be performed. This generalized scope has been prepared so that responses will be written using a common base. Following are the four categories that the Advanced Planning Technical Solutions Consultant will provide assistance to BCAD in:

Geographical Information Systems (GIS)

1. On Call and On-Site staff support.
2. Designing and implementing geodatabases.
3. Developing and implementing GIS Solutions.
4. Collecting non-survey grade data, such as indoor asset locations and attributes.
5. Checking and correcting geometry, topological integrity, and attribute quality.
6. Enhancing and improving addressing/ naming/ referencing of properties, buildings, rooms and assets.

7. Cataloging and organizing legacy GIS/Computer Aided Design (CAD) datasets.
8. Creating/updating, georeferencing geospatial datasets from digital and/or paper data sources, such as “as-built” and record drawings, including scanning and heads-up digitizing if needed.
9. Developing improvements in existing data maintenance/Quality Assurance (QA) workflows and associated plans.
10. Developing procedures and standards for GIS/CAD data, including setting up and training in the use of tools to automate QA and compliance with standards.
11. Developing geoprocessing models and Extract Transform Load (ETL) scripts.
12. Providing general advisory services for data acquisition.
13. Supporting GIS data exchanges with FAA’s Airport GIS, including converting BCAD GIS data formats to FAA schemas and assisting with submissions.
14. Customizing code, scripts and/or tools created will interface with existing Esri/Autodesk software licensed and maintained by Broward County. All customized code, scripts and/or tools will become the property of BCAD.
15. Customizing code, scripts and/or tools to support and improve efficiency of complex geospatial data processes, including data maintenance, reporting, visualization, quality/performance checks and data sharing in multiple formats and across multiple systems.
16. Developing and implementing modular, scalable, interoperable, and secured GIS Solutions.
17. Designing and implementing desktop, web, and mobile GIS applications.
18. Developing and implementing advanced user-friendly, modular GIS web-based portals, dashboards and reporting tools.
19. Developing and implementing strategies and automated processes to integrate BCAD geodatabases with other BCAD data systems (i.e. PropWorks, SharePoint, Maximo, MicroPaver, ProLog, AIMS, etc.), as well as non-BCAD Broward County systems (e.g. property appraiser, building/zoning, plats, permitting, etc.).
20. Developing and implementing GIS tools and geographic-based applications, as well as integration strategies with existing systems, that support a multiple of airport business processes.
21. Performing usability testing to ensure custom applications developed are intuitive to end users and meet user performance goals.
22. Gathering and documenting user requirements, functional & system specifications, user acceptance testing criteria, and system/ performance test plans.
23. Preparing documentation in the form of metadata, process/configuration diagrams, user/administrator guides, training materials, etc.
24. Conducting pilot studies and/or developing prototypes for proposed GIS solutions.
25. Assisting during GIS base software upgrades (e.g. ArcGIS), such as testing and upgrading custom code in existing GIS solutions.
26. Updating the Aviation Department’s GIS Strategic Plan.
27. Conducting GIS/CAD training for users and administrators.
28. Reviewing and helping update portions of disaster recovery plans to ensure continuation of operations that require GIS data and applications.
29. Other services as determined by BCAD.

Dynamic Planning and Development Management

1. Adjustable/updateable demand forecasting.
2. Automated passenger survey.
3. Automated updateable historical activity and management reporting.

4. Scenario based project phasing and capital improvement program (CIP) updates.
5. Naming convention strategies.
6. Automated facility requirements assessments based changing demand scenarios.
7. Updated environmental impact estimates based on development changes.
8. Dynamic financial modeling based on demand variations and activity levels.
9. Automated Airport Layout Plan (ALP) development updates and integration.
10. Automated economic impact updates based on changes in passenger activity and development projects.
11. Management dashboard with key planning metrics and development triggers.
12. Gate and remote parking optimization and management.
13. Predictive obstruction analyses and action plans.
14. Land development screening tools with financial impact analyses.
15. Automated terminal capacity assessments and development triggers.
16. Dynamic Exhibit A property maps and lease management.
17. Other services as determined by BCAD.

Airport Modeling Solutions

1. Obstruction identification
2. Data Analytics and Research
3. Gating Modeling
4. Performance Metrics
5. Airspace Simulation
6. Airfield Simulation
7. Landside Simulation
8. Terminal Simulation
9. Aircraft Noise Modeling
10. Other services as determined by BCAD

General Airport Planning Solutions

1. Light Detection and Ranging (LIDAR) data collection
2. Aerial photogrammetry acquisition and Planimetrics
3. Unmanned Aircraft Systems
4. Field verification and attribution
5. Building Information Modeling
6. Laser Scanning
7. Other services as determined by BCAD

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

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

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. Litigation History

- a. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. Financial Information

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

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

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

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

3. Authority to Conduct Business in Florida

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

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

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

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

5. **Insurance Requirements**

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

C. **Additional Information and Certifications**

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

1. **Vendor Questionnaire**

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

2. **Standard Certifications**

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

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

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

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

D. **Standard Agreement Language Requirements**

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

E. Evaluation Criteria

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

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

F. Demonstrations

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

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

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

I. Committee Appointment

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

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

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

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

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 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Local Certification Form;
2. Domestic Partnership Act Certification (Requirement and Tiebreaker);
3. Tiebreaker Criteria Form: Volume of Work Over Five Years

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.

2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check,

or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In

the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received through BidSync.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

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

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO STANDARD INSTRUCTIONS TO VENDORS)

Consultant Services in Technical Solutions for Advanced Planning Services

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.

SECTION 1 – ADDITIONAL RESPONSIVENESS CRITERIA

This solicitation **has no additional responsiveness requirements.**

SECTION 2 – ADDITIONAL RESPONSIBILITY CRITERIA

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

- 2.1. **Office of Economic and Small Business Development Program:** This solicitation has the following Disadvantaged Business Enterprise (DBE) Goal: **7% DBE 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
 - 2.1.1. **USDOT FAA Percentage: Estimated Federal Assistance 10%**
 - 2.1.2. **Vendor's Opportunity List Requirement (Federal Funding):** This solicitation requires that the Vendor complete the Vendor's Opportunity List Requirement (Federal Funding). Vendors must follow the instructions included in the form and submit as instructed.
 - 2.1.3. **Employment Eligibility Verification Program Requirement (State Funding):** This solicitation requires that the Vendor complete the **Vendor's Opportunity List Requirement**. Vendors must follow the instructions included in the form and submit as instructed.
 - 2.1.4. Any Responsibility Criteria not included with the proposal submittal at the time of the solicitation opening deadline, will be required to be completed and submitted within three business days of County's request. **Failure to submit within the time limit may result in the vendor being found Non-Responsible.**
22. **Vendor Security Questionnaire (VSQ):**
 - 2.2.1. Please refer to the **Vendor Security Questionnaire (VSQ) Form**. Vendor is required to review the form in its entirety, follow the instructions included, complete and submit as instructed.
 - 2.2.2. Upon submission by the Vendor, the VSQ will be reviewed by the County's security team. Any potential safety concerns will be highlighted in a memorandum and presented to the Evaluation Committee (EC). The EC will review the memorandum and determine if the Vendor will be found Responsible or Non-responsible.
 - 2.2.3. Any Responsibility Criteria not included with the proposal submittal at the time of the solicitation opening deadline, will be required to be completed and submitted within three

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO STANDARD INSTRUCTIONS TO VENDORS)

Consultant Services in Technical Solutions for Advanced Planning Services

business days of County's request. **Failure to submit within the time limit may result in the vendor being found Non-Responsible.**

SECTION 3 – STANDARD AGREEMENT LANGUAGE REQUIREMENTS

Please refer to the **Standard Instructions for Vendors, Section D**. Vendors are to review the following terms and conditions which are applicable to this solicitation. If exceptions are taken, the Vendor must specifically identify same on the **Agreement Exception Form** and submit as instructed.

3.1. Project Specific Agreement Form (BCF #202):

3.1.1. Terms and Conditions:

<https://www.broward.org/purchasing/documents/TEC2120970P1%20-%20Technical%20Solutions%20for%20Advanced%20Planning%20Consultant%20Services.pdf>

3.1.2. Exceptions to any provision of the Project Specific Agreement Form (BCF #202) must be specifically identified and included in the **Agreement Exception Form**.

3.2. Airport Additional Requirements (BCF #202):

3.2.1. Terms and Conditions:

<https://www.broward.org/purchasing/documents/12.%20Airport%20Additional%20Requirements%20-%20BCF%20202.pdf>

3.2.2. Exceptions to any provision of the Airport Additional Requirements (BCF #202) must be specifically identified and included in the Agreement Exception Form.

3.3. Disadvantaged Business Enterprise Solicitations:

3.3.1. Terms and Conditions:

<https://www.broward.org/purchasing/documents/13.%20Disadvantaged%20Business%20Enterprise%20Solicitations.pdf>

3.3.2. Exceptions to any provision of the Airport Additional Requirements (BCF #202) must be specifically identified and included in the Agreement Exception Form.

3.4. Service Level Agreement (SLA):

3.4.1. Terms and Condition:

<https://www.broward.org/Purchasing/Documents/servicelevelagreement.pdf>

3.4.2. Exception(s) to any provision of the **SLA must** be specifically identified and included in the **Agreement Exception Form**.

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO STANDARD INSTRUCTIONS TO VENDORS)

Consultant Services in Technical Solutions for Advanced Planning Services

3.4.3. The **SLA** will be included in the resulting contract with the selected Vendor.

3.5. Enterprise Technology Services Security Requirements Exhibit – High Risk:

3.5.1. Please refer to the **Enterprise Technology Services Security Requirements Exhibit – High Risk (“ETS Security Requirements”)** which is included hereto and made a part hereof.

3.5.2. Exception(s) to any provision of the **ETS Security Requirements must** be specifically identified and included in the **Agreement Exception Form**.

3.5.3. The **ETS Security Requirements** will be included as an Exhibit in the resulting contract with the selected Vendor.

SECTION 4 – DEMONSTRATIONS

4.1. Please refer to **Standard Instructions to Vendors, Section F** for additional information and requirements. Demonstrations **does not** apply to this solicitation.

SECTION 5 – PRESENTATIONS

5.1. Please refer to **Standard Instructions to Vendors, Section G** for additional information and requirements. Presentations **apply** to this solicitation.

5.2. Vendors determined by the Evaluation Committee (during the **Initial Evaluation Meeting**) to be both responsive and responsible to the requirements this solicitation, will be required to make an oral presentation to the Evaluation Committee at the **Final Evaluation Meeting**.

5.3. Dates and times for presentations will be published once determined.

SECTION 6 – PUBLIC ART AND DESIGN PROGRAM

6.1. Please refer to **Standard Instructions to Vendors, Section H**. Public Art and Design Program **is not** applicable to this solicitation.

SECTION 7 – PROCUREMENT AUTHORITY

7.1. Per Section 21.32.c of the Procurement Code, any procurement by competitive sealed proposals that has an anticipated total value of more than \$500,000 must be approved by the Board prior to advertisement.

SPECIAL INSTRUCTIONS TO VENDORS
(IN ADDITION TO STANDARD INSTRUCTIONS TO VENDORS)

Consultant Services in Technical Solutions for Advanced Planning Services

SECTION 8 – PROJECT FUNDING SOURCE

- 8.1. This project is funded in whole or in part by Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) funds.

SECTION 9 – PROJECT SCHEDULE

- 9.1. **Initial Shortlisting or Evaluation Meeting (Sunshine Meeting):** To Be Determined.
- 9.2. **Final Evaluation Meeting (Sunshine Meeting):** To Be Determined.
- 9.3. Please check this website for any changes to the above tentative schedule for Sunshine Meetings: <http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.
- 9.4. **Virtual Meetings:** If circumstances (such as those related to COVID-19) require the meetings identified in this Section to be virtual meetings, such meetings will be held through a conferencing application (such as Skype for Business) which can be accessed by phone or computer. Vendors invited to participate in virtual presentations will be required to do so using the application (such as Skype for Business) established for the virtual meeting.

SECTION 10 – PROJECT MANAGER INFORMATION

- 10.1. **Project Manager Name and Title:** Walis Alonso, Information Technology Specialist, Aviation Department.
- 10.2. **Project Manager E-mail:** walonso@broward.org

SECTION 11 – QUESTIONS

- 11.1. Vendors are requested to please submit questions regarding this solicitation through the Question & Answer (Q&A) section in Periscope S2G; answers will be posted through Periscope S2G.

SECTION 12 – CHANGES TO STANDARD INSTRUCTIONS TO VENDORS

The following supersedes the direction provided in the **Standard Instructions to Vendors** only for the Subsections specifically identified below (the Subsections not identified below remain applicable):

- 12.1. **Standard Instructions to Vendors, Section P. Tiebreaker Criteria** is modified as follows: Due to federal funding restrictions, the first three tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code shall not apply. Only the fourth and fifth tiebreaker criteria of Section 21.31.d shall apply, if necessary.
- 12.2. This solicitation contains participation goals for **Disadvantaged Business Enterprises** which precludes the use of Location, Domestic Partnership, or Volume of Work as tiebreaker criteria.

Evaluation Criteria
Consultant Services in Technical Solutions for Advanced Planning Services

1. Ability of Professional Personnel: (Maximum 30 Points)

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

- a. Describe the Consultant team's qualifications and relevant experience with enterprise systems, dynamic planning tools, airport modeling and simulations, drone technologies at large hub airports. Include the Project Manager's experience and all the key staff that are intended to be assigned to this contract.

Points Value: 20

- b. Demonstrate the Project Manager's ability to dedicate one hundred percent (100%) of his/her time to the Aviation Department, if requested.

Points Value: 5

- c. Provide an Organizational Chart of the Consultant Team and key personnel showing roles or positions titles, staff names and licenses if any, area of expertise for the Project, years of experience, and lines of authority.

Points Value: 5

2. Project Approach: (Maximum 20 Points)

- a. Describe the Prime Consultant's approach to the four groups identified in the scope of work for this RFP. Include how the Prime consultant will use sub-consultants in the Project.

Points Value: 20

3. Past Performance: (Maximum 50 Points)

- a. Describe the prime consultant's experience with contracts of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references that were completed over the past five years. Specifically identify projects that include: Geographical Information Systems, Dynamic Planning and Development Management, Airport Modeling Solutions and General Airport Planning Solutions.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts.

Points Value: 20

- b.** Describe the prime consultant's experience in the development and implementation of new technologies and applications to facilitate airport planning and development.

Points Value: 10

- c.** Describe the team's knowledge and understanding of Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) standards and procedures related to Aviation, Airports, and the scope of work described in this RFP.

Points Value: 10

- d.** Describe the Consultant team's experience related to communication with airport stakeholders and success in developing group consensus and adoption of new technologies, applications and procedures.

Points Value: 10

VENDOR REFERENCE VERIFICATION FORM
Consultant Services in Technical Solutions for Advanced Planning Services

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

Solicitation [Enter No.] – [Enter Title]					
Reference For (hereinafter, "Vendor"):					
Reference Date:					
Organization/Firm Providing Reference:					
Contact Name:					
Contract Title:					
Contact Email:					
Contact Phone:					
Name of Referenced Project:					
Contract Number:					
Date Range of Services Provide:		Start Date:	End Date:		
Project Amount:					
Vendor's Role in Project:		<input type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)					
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)					
Please rate your experience with the referenced Vendor via checkbox:		Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:					
Responsive:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:					
Staff Expertise:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professionalism:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turnover:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:					
Project:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with:					
Your Firm:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.</i>					
THE SECTION BELOW IS FOR COUNTY USE ONLY					
Verified via: <input type="checkbox"/> Email		Verified by:	Division:		
<input type="checkbox"/> Verbal			Date:		

**Office of Economic and Small Business Development Requirements for
Disadvantaged Business Enterprise (DBE) Program
for FAA Projects**

1. In accordance with 49 CFR Part 26, the Disadvantaged Business Enterprise (DBE) Program shall apply to this Contract. All persons or entities responding to this solicitation shall utilize, or attempt to utilize, DBE firms to perform at least the assigned participation goal ("DBE Goal") for this Contract, as identified in the **Special Instruction to Vendors**.
2. Compliance with DBE Goal requirements is a matter of responsibility. Information demonstrating such compliance must be submitted with Vendor's response to the solicitation. Vendor must at least show an attempt to meet the DBE Goal by providing Letters of Intent (LOI) between Bidder/Offerer and Disadvantaged Business Enterprise (DBE). Alternatively, Vendor may show good faith efforts to meet the DBE Goal by **providing Application for Evaluation of Good Faith Effort** and supporting documentation. Failure to meet the DBE goal or demonstrate good faith efforts to meet the DBE Goal shall be grounds for a finding of non-responsibility. In connection with the DBE Goal, Vendor may be deemed responsible in one of two ways.
 - a. The first way you may be deemed responsible is by submitting LOIs from certified DBE firms which, cumulatively, fully meet the goal.
 - b. If the Vendor is unable to fully meet the DBE Goal, the second way the Vendor may be deemed responsible is by demonstrating good faith efforts to meet the goal ("Good Faith Efforts") and submitting a completed **Application for Evaluation of Good Faith Effort**. Such Good Faith Efforts shall be consistent with the Guidance Concerning Good Faith Efforts provided by the federal Department of Transportation, found in 49 CFR 26, Appendix A. Without limiting the preceding sentence, documentation Vendor may submit to demonstrate Good Faith Efforts may include, but is not limited to:
 - i. Providing timely solicitation activities to certified DBE firms, including attendance at pre-bid meetings, advertisements, or written notices;
 - ii. Identifying appropriate contract portions and scopes of work that certified DBE firms could potentially perform;
 - iii. Providing timely and adequate information to the certified DBE firms (including plans and specifications);
 - iv. Good faith negotiation with each interested, certified DBE firm (including names and contact information of each DBE firm considered) with an explanation as to why negotiations failed; and
 - v. Investigating DBE qualifications and capabilities; list reason(s) if a certified DBE firm is rejected.
3. Additional Factors in Review of Good Faith Efforts: In evaluating your Good Faith Efforts, the County may also consider the success other Vendors that have responded to the solicitation have had in meeting the DBE Goal.
4. Opportunity to Cure. OESBD shall review your response to the solicitation. If OESBD discerns your intent to meet the DBE Goal, but determines that your response contains technical errors or requires further documentation, then OESBD may provide you with three (3) business days to correct those errors or provide documentation.

5. Program Requirements for DBE participation:

- a. For a firm's participation to be considered in meeting the DBE Goal, the firm must be certified as a DBE to perform the applicable work no later than the date your response to the solicitation is due to the Purchasing Division.
- b. Additionally, a certified DBE firm may only participate in a contract if it is performing a commercially useful function. A certified DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified DBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

6. DBE participation shall be counted in accordance with 49 CFR 26.55.

7. Nothing herein shall be construed to indicate that a higher level of certified DBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the DBE Goal or shown Good Faith Efforts, as determined by the County.

8. A comprehensive listing of certified DBE firms is published in the Florida Department of Transportation (FDOT) Business Directory and can be viewed at the following Unified Certification Program (UCP) website:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>.

9. For detailed information regarding the Disadvantaged Business Enterprise Program, please contact the Office of Economic and Small Business Development at (954) 357- 6400 or the website at:
<https://www.broward.org/EconDev/Pages/FederalCertificationPrograms.aspx#DBE>

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:



Enterprise Technology Services Vendor Security Questionnaire (VSQ) (For RFPs and Sole Source/Only Reasonable Source as applicable)

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

If a response requires additional information, the Vendor should attach a written detailed response; each response should be numbered to match the question number. The County will review Vendor's VSQ response and any security concerns will be addressed during Evaluation Committee Meetings or negotiations. Unresolved security concerns shall be considered by the committee as part of its final evaluation and may lead to impasse during negotiations.

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

Vendor Name:	
Vendor Type (Manufacturer, Reseller, Other? If Other, specify.):	
Technical Contact Name / Email Address:	
Product Name / Description:	
Solicitation Number and Title (If applicable):	TEC2120970P1 Technical Solutions for Advanced Planning, Consultant Services
For each applicable section, complete the matrix by using the dropdown option to select YES or NO. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. Select "N/A" if a question within a given section is not applicable. IMPORTANT: Vendors must complete ATTESTATION SECTION at bottom of form using digital signature or pdf. Unsigned forms or incomplete forms will be returned.	

SECTION 1: SOFTWARE-AS-A-SERVICE (SaaS) / HOSTING / APPLICATION DEVELOPMENT / MANAGED AND PROFESSIONAL SERVICES				
No.	Area	Question	Vendor Response	
			YES/NO	Comments
1		REQUIRED: Will your organization provide SOFTWARE-AS-A-SERVICE (SaaS) ?		
2		REQUIRED: Will your organization provide HOSTING SERVICES ?		
3		REQUIRED: Will your organization provide APPLICATION DEVELOPMENT SERVICES ?		
4		REQUIRED: Will your organization provide MANAGED OR PROFESSIONAL SERVICES (UNSUPERVISED BY COUNTY PERSONNEL) ? (Note: "Managed or Professional Services" used herein refers to <u>unsupervised</u> (by County personnel) installation, configuration, and maintenance or monitoring of systems, applications or infrastructure related to your organization's proposed solution.)		

STOP: If you selected NO for Questions 1 through 4 above, **PROCEED TO SECTION 2.**

SECTION 2: SUPPORTING DOCUMENTATION				
No.	Area	Question	YES/NO	Comments
5	Supporting Documentation	Provide the following: a) Workflow diagram of stored or transmitted information (for SaaS and Hosting Services only) b) Security / Network Architecture diagram (for SaaS and Hosting Services only) c) Secure Coding standard (for Application Development Services only) d) Application Security Program standard (for Application Development Services only)		
6				
7				
8				

9	Audit Reporting Requirements	Does your organization have a current Service Organization Controls (SOC) II, Type II report, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy?). (Note: For any SaaS or hosted application, the SOC report should be for the organization or application specifically, not the datacenter only.)	
10	Payment Card Industry (PCI) environments - Applicable only if Organization or its third party partner processes or collects credit card information.	Does your organization have a current Payment Card Industry (PCI) certification (e.g., Attestation of Compliance (AOC), Self-Assessment Questionnaire (SAQ))?	
11		Will the product or solution process or collect credit card information?	
12		Does your organization maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to Confidential County data?	
13	Electronic Protected Health Information (ePHI) - Applicable only if Organization has access to or will be hosting or storing County ePHI.	Has your organization had a Risk Assessment performed in the past 5 years by an external auditor in conjunction with the HIPAA Security rule?	
14		Does your organization maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule?	
15		Does your organization have a designated HIPAA Security and Privacy Officer(s)?	
16		Does your organization provide HIPAA Security training to your employees at time of hire and at least annually thereafter?	
17	Roles & Responsibilities	Has your organization appointed a central point of contact for security coordination?	
18		Does your organization have an expected timeframe to respond to initial contact for security related issues? Provide timeframe.	
19		Does your organization define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Describe.	
20		Does your organization have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Describe.	
21	Federated Identity Management and Web Services Integration	Does your organization's product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory)? Describe.	
22		Does your organization use web services and/or data import/export functions (e.g., API, FTP)? Describe.	

23	External Parties	Will third parties, such as IT service providers have access to the County's data that is stored or transmitted by your organization?		
24		Does your organization have Disaster Recovery and Continuity of Operations plans where third-party dependencies are concerned?		
25		Does your organization outsource any aspect of the service to a third party?		
26		Does your organization utilize any off-shore resources for development? Provide location(s).		
27		Does your organization outsource or build the application in-house?		
28		Does your organization share customer data with or enable direct access by any third-party?		
29		Will any third party vendors process, access, transmit or store any County data?		
30		Does all third party vendors contractually comply with your organization's security standards for data processing?		
31		Does your organization regularly audit your critical vendors? Describe.		
32	Information Security Policy & Procedures	Does your organization have documented standard policies and procedures for security and compliance?		
33	Risk Assessment	Does your organization have a process that addresses: (a) the identification and measurement of potential risks with mitigating controls (measures taken to reduce risk), and (b) the acceptance or transfer (e.g. insurance policies, warranties, etc.) of the remaining (residual) risk after mitigation steps have been applied?		
34	Regulatory Compliance	Is the product or solution currently certified by any security standards? (e.g., PCI-DSS, HIPAA). Provide proof of compliance documentation.		
35		Does your organization have a documented process to identify new laws and regulations with IT security implications (e.g., FIPA, new state breach notification requirements, monitoring newsletters, webinars, security or regulatory forums, etc.)?		
36		Has your organization experienced a legally reportable data breach within the past 5 years?		
37		Does your organization have procedures for preservation of electronic records and audit logs in case of litigation hold?		
38	During Employment – Training, Education &	Have employees and third party vendors received formal information security awareness training? Provide frequency.		
39		Have your organization's security policies and procedures been communicated to your employees?		
40		Are periodic security reminders provided to your organization's employees?		

41	Background Checks	Does your organization perform background checks (e.g., credential verification, criminal history, credit history) to examine and assess an employee's or third party vendor's work and criminal history?		
42		Are individuals who would have access to the County's data subjected to periodic follow-up background checks?		
43	Prior to Employment - Terms and Conditions of Employment	Are employees and third party vendors required to sign a non-disclosure agreement (e.g., non-disclosure and/or confidentiality form upon initial employment)?		
44		If so, are employees and third party vendors required to sign the non-disclosure agreement annually?		
45	Termination or Change in Employment	Does your organization require that all equipment of any terminated employee or third party vendor is returned and that his/her user ID is disabled in all systems and badges and/or keys are returned?		
46		Upon transfer, is existing access reviewed for relevance for employees and third party vendors?		
47	Secure Areas	Does your organization have effective physical access controls (e.g., door locks, badge /electronic key ID and access controls) in place that prevent unauthorized access to facilities and a facility security plan?		
48		Do personnel abide by a clean desk policy and lock workstation screens prior to leaving work areas?		
49		Does your organization have a contingency plan in place to handle emergency access to facilities?		
50		Are physical access controls authorized? Describe who is responsible for managing and ensuring that only appropriate persons have keys or codes to the facility and to locations within the facility with secure data.		
51		Are there policies and procedures to document repairs and modifications to physical components of the facility that are related to security?		
52		Are employees or third party vendors permitted access to customer environments from your physical locations only?		
53		Application and Information Access Control - Confidential System Isolation	Are systems and networks that host, process, and/or transfer Confidential information "protected" (i.e., isolated, logically or physically separated) from other systems and/or networks?	
54	Are internal and external networks separated by firewalls with access policies and rules?			
55	Can your organization restrict access to the solution to and from the County's network in a "deny all, permit by exception" configuration (i.e. whitelist County IP addresses only)?			

56	Data Security	Are development, test, and production environments separated from operational, IT environments to protect production (actively used) applications from inadvertent changes or disruption?		
57		Does your organization apply database and application logical segregation of customer data?		
58		Is there a standard approach for protecting network devices to prevent unauthorized access/network related attacks and data-theft (e.g. firewall between public and private networks, internal VLAN, firewall separation, separate WLAN network, secure portal, multi-tenancy, virtualization, shared storage, etc.)?		
59		Are employees allowed to connect to customer environments remotely (e.g., working from home, public Wi-Fi access)?		
60		Is there a remote access policy? Provide documentation.		
61		Does your organization have protections in place for ensuring secure remote access (e.g., up-to-date antivirus, posture assessment, VPN enforcement, split tunneling)?		
62		Will your organization restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?		
63		Is this a multi-tenant solution?		
64		Will County's data be co-mingled with any other multi-tenant customer?		
65		Will County's data be processed, accessed, transmitted or stored through an off shore environment (e.g., Outside continental U.S, Alaska, Hawaii)?		
66	Audit Logging	Does the software or solution perform audit logging? Describe.		
67		Does the software or solution allow for the configuration of audit log retention for a minimum of 90 days or more?		
68		Does the software track events for user activity (e.g., failed/successful logins, privileged access)? Describe.		
69	Encryption	Does your organization provide a means to encrypt County Confidential information in transit? Describe controls that are in place to protect Confidential information when transferred (e.g., encryption).		
70		Does your organization use a secure VPN connection with third parties and/or IT vendors for email encryption?		
71		Does your organization provide a means to encrypt data at rest (e.g., AES)?		

72	Vulnerability Assessment and Remediation	Does your organization perform periodic vulnerability scans on your IT systems, networks, and supporting security systems? Provide frequency.	
73		Are internal or third party vulnerability assessments automated?	
74		Does your organization have a security patch management cycle in place to address identified vulnerabilities?	
75		Does your organization provide disclosure of vulnerabilities found in your environment and remediation timelines?	
76		Does your organization notify customer of applicable patches?	
77	Security Monitoring	Are third party connections to your network monitored and reviewed to confirm only authorized access and appropriate usage (e.g., with VPN logs, server event logs, system, application and data access logging, automated alerts, regular/periodic review of logs or reports)?	
78		Does your organization monitor your systems and networks for security events? Describe monitoring (e.g., server and networking equipment logs such as servers, routers, switches, wireless APs, monitored regularly).	
79		Does your organization periodically review system activity? Provide frequency.	
80	Identity & Access Management	Does your organization have a formal access authorization process based on "least privilege" (i.e. employees are granted the least amount of access possible to perform their assigned duties) and "need to know" (e.g., access permissions granted based upon the legitimate business need of the user to access the information, role-based permissions, limited access based on specific responsibilities, network access request form)?	
81		Are systems and applications configured to restrict access only to authorized individuals (e.g. use of unique IDs and passwords, minimum password length, password complexity, log-in history, lockout, password change, expiration)?	
82		Is there a list maintained of authorized users with general access and administrative access (e.g., active directory user lists within a Confidential application, a spreadsheet of users, a human resources file)?	
83		Does your organization maintain a list of "accepted mobile devices" (e.g., smart phones, cell phones) exist and are these devices tracked and managed (e.g., Mobile Device Management)?	
84		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of Confidential information?	
85		Is software installation for desktops, laptops, and servers restricted to administrative users only?	

86		Does software or system have automatic logoff for session inactivity?		
87		Is access to source application code restricted? Describe how and provide a list of authorized users maintained and updated.		
88		Are user IDs for your system uniquely identifiable?		
89		Does your organization have any shared accounts? Describe.		
90		Will your organization allow remote access from third party vendors to the County network, with immediate deactivation after use?		
91		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?		
92		Is Multi-Factor Authentication (MFA) required for employees/contractors for remote access to production systems?		
93	Entitlement Reviews	Does your organization have a process to review user accounts and related access (e.g., manual process of reviewing system accounts to user accounts in AD for both users and privileged access, such as admins, developers, etc.)?		
94	Antivirus	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?		
95		Is this antivirus product centrally managed (e.g., is the antivirus monitored to verify all endpoints have functional agents, agents are up to date with the latest signatures, etc.)? Explain your policies and procedures for management of antivirus software.		
96		Does your organization have a process for detecting and reporting malicious software?		
97	Network Defense and Host Intrusion Prevention Systems	Does your organization have any Intrusion Protection System (IPS) in place for your environment?		
98		Does your organization install personal firewall software on any mobile or employee-owned device?		
99	Media Handling	Does your organization have procedures to protect documents and computer media (e.g., tapes, disks, hard drives, etc.) from unauthorized disclosure, modification, removal, and destruction?		
100		Is Confidential data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes)?		
101	Secure Disposal	Are there security procedures (e.g., use of secure wiping, NIST 800-88, etc.) for the decommissioning (replacement) of IT equipment and IT storage devices which contain or process Confidential information?		
102	Separation of Duties	Are duties separated (e.g., front desk duties separated from accounting, data analysts access separated from IT support), where appropriate, to reduce the opportunity for unauthorized modification, unintentional modification, or misuse of your IT assets?		

103	Change Management	Do formal testing and change management procedures exist for networks, systems, desktops, software releases, deployments, and software vulnerability during patching activities, changes to the system, changes to the workstations and servers with appropriate testing, notification, and approval, etc.?		
104	Incident Management	In the event of a major security incident or data breach, do you provide the County a third party digital forensics/incident report?		
105		Does your organization identify, respond to, and mitigate suspected or known security incidents (e.g., incident form completed as a response to each incident)?		
106		Does your organization have a formal incident response and data breach notification plan and team?		
107		Is evidence properly collected and maintained during the investigation of a security incident (e.g., employing chain of custody and other computer forensic methodologies that are monitored by internal and/or external parties)?		
108		Are incidents identified, investigated, and reported according to applicable legal requirements?		
109		Are incidents escalated and communicated? Describe.		
110		Do you have a contingency plan in place to handle emergency access to the software?		
111	Disaster Recovery Plan & Backups	Does your organization have a mechanism to back up critical IT systems and Confidential data? Describe.		
112		Does your organization periodically test your backup/restoration plan by restoring from backup media?		
113		Does your organization have a disaster recovery plan?		
114		Are disaster recovery plans updated and tested at least annually?		
115		Do any single points of failure exist which would disrupt functionality of the product or service?		
116	Product Security Development Lifecycle	Does your organization have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing)?		
117		Does your organization maintain end-of-life-schedule for the software product?		
118		Is the product engineered as a multi-tier architecture design?		
119		Is the product or service within 3 year end of life?		
120	Crypto Materials and Key Management	Does your organization have a centralized key management program in place (e.g., any Public Key Infrastructure (PKI), Hardware Security Module (HSM)-based or not, etc.) to issue certificates needed for products and cloud service infrastructure?		

121	Application Development - This section is applicable only if Organization is providing Application Development Services.	Do your organization's development and testing teams receive training specific to application security? Describe.		
122		Does your organization follow application security and coding standards and utilize a development framework?		
123		Does your organization's development team use a development framework? List development languages and framework.		
124		Will the County receive a copy of the source code?		
125		Does your organization review security at each phase of the software development life cycle?		
126		Does your organization use an industry standard methodology for conducting security testing? Describe.		
127		Does your organization use an independent 3rd party for periodic security penetration testing?		
128		Does your organization use automated tools for security testing or code reviews?		
129		Does your organization perform security testing based on industry standards (e.g. OWASP Top 10, SANS Top 25)?		
130		Does your organization use SAST and DAST tools to scan code for vulnerabilities prior to production deployment?		
131		Does your organization perform peer code reviews on source code prior to production deployment?		
132		Does your organization remediate all vulnerabilities identified prior to production deployment?		
133		Does your organization have a security methodology for continuous maintenance of the application and applicable components?		

SECTION 2: SOFTWARE INSTALLED LOCALLY IN COUNTY'S NETWORK				
No.	Area	Question	Vendor Response	
			YES/NO	Comments
1	REQUIRED: Will your organization provide SOFTWARE INSTALLED LOCALLY IN COUNTY NETWORK?			
STOP: If you selected NO for Question 1, PROCEED TO SECTION 3.				
2	Reseller	Will your organization act as a reseller to provide software to the County? If so, provide manufacturer documentation regarding the security controls of the software and a secure configuration document.		
3	Supporting Documentation	Provide the following: a) Hardware and Software requirements (i.e. Operating System, CPUs, RAM) b) Network connectivity requirements		
4				
5	Software Installation Requirements	Can the application and service accounts used to run the application be configured to run as non-privileged users (e.g. non-Local Administrator rights)		
6		Does software require admin rights to be installed? Describe the level of administrative access the software will need on the County domain.		
7		Is remote access required for installation and support? Describe.		
8		Can the software be installed on and operated in a virtualized environment?		
9	Third Party Software Requirements	Is third party software (e.g., Java, Adobe) required to be installed for your software to work? Provide software and minimum version.		
10		Will the software remain compatible with all updates and new releases of required third party software?		
11		Are there contingencies where key third-party dependencies are concerned?		
12	Secure Software Design/Testing	Is the software currently certified by any security standards? (e.g., PCI-DSS). Provide standards.		
13		Is security testing performed on product to identify security vulnerabilities (e.g., injection, buffer overflows)?		
14		Has the software been developed following secure programming standards like those in the OWASP Developer Guide?		
15		Is your organization outsourcing any aspect of the service to a third party?		

16		Is the product engineered as a multi-tier architecture design?		
17		Does your organization have capability to respond to and update product for any unforeseen new regulatory requirements?		
18	Audit Logging	Does software or solution perform audit logging? Describe.		
19		Does software or solution allow for the configuration of audit log retention for a minimum of 90 days or more?		
20		Does software have audit reporting capabilities (e.g., user activity, privileged access)? Describe.		
21	Security Updates/Patching	Does software have a security patch process? Describe your software security patch process, frequency of security patch releases, and how security vulnerabilities are identified.		
22		Does your organization support electronic delivery of digitally signed upgrades?		
23	Secure Configuration / Installation (i.e. PA-DSS configuration)	Does software allow for secure configuration and installation (e.g., OS hardening, disabling unnecessary services, antivirus compatibility)?		
24		Will software or solution process or collect credit card information?		
25	Software Upgrade Cycles	Does software have upgrade cycles? Identify those cycles.		
26	Confidential Data	Does software restrict confidential data (e.g., Social Security Number or Date of Birth) from being used as a primary identifier?		
27		Does software have documentation showing where all confidential data is stored in the application?		
28		Does product or solution collect Confidential data (e.g., Social Security Number, Date of Birth, Credit Card information)?		
29	Encryption	Does software support encryption of data in motion (e.g., SSL)?		
30		Does software support encryption of data at rest (e.g., column-level encryption, etc.)?		
31		Does software have built-in encryption controls? List controls.		
32	Authentication	Does product have Single Sign-on (SSO) and Federated Identity Enablement integration options (e.g., support for standards like SAML v2 and OAuth 2.0, active directory, etc.)? Describe.		
33	Roles and Responsibilities	Does software provide role-based access control?		
34		Is a service account required for this software?		
35		If so, does the service account require admin rights?		
36	Product Security Development Lifecycle	Does organization have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?		
37		Does your organization maintain end-of-life-schedule for the software product?		
38		Is product or service within 3 year end of life?		
39	Regulatory Compliance	Is the software or solution currently certified by any security standards (e.g., PCI-DSS, HIPAA)? Provide proof of compliance documentation.		

SECTION 3: HARDWARE				
No.	Area	Description	Vendor Response	
			YES/NO	Comments
1		REQUIRED: Will your organization provide HARDWARE ?		
STOP: If you selected NO to Question 1, PROCEED TO SECTION 4.				
2	Reseller	Will your organization act as a reseller to provide hardware products to the County? If so, provide manufacturer documentation regarding the supply chain security controls around the hardware and a secure configuration document.		
3	Secure Hardware Design/Testing	Are there physical security features used to prevent tampering of the hardware? Identify features.		
4		Is security testing performed on product to identify security vulnerabilities (e.g., injection, buffer overflows)?		
5		Do you take security measures during the manufacturing of the hardware? Describe.		
6	Security Updates/Patching	Is your hardware scanned to detect any vulnerabilities or backdoors within the firmware?		
7		Has the operating system installed on the hardware been scanned for vulnerabilities?		
8		Is your firmware upgraded to remediate vulnerabilities? Provide frequency.		
9		If a new vulnerability is identified, is there a documented timeframe for updates/releases? Provide frequency.		
10	Identity & Access Management	Are remote control features embedded for the manufacturer's support or ability to remotely access? Describe.		
11		Do backdoors exist that can lead to unauthorized access? Describe.		

12		Do default accounts exist? List all default accounts.		
13		Can default accounts and passwords be changed by Broward County?		
14		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?		
15	Confidential Data	Does the product or solution collect Confidential data (e.g., Social Security Number, Date of Birth, Credit Card information)?		
16	Roles and Responsibilities	Is a service account required for this hardware?		
17		If so, does the service account require admin rights?		
18	Product Security	Is an end-of-life schedule maintained for the hardware?		
19	Development Lifecycle	Is product or service within 3 year end of life?		
20	Media Handling	Does your organization have a secure data wipe and data destruction program for proper drive disposal (e.g., Certificate of destruction, electronic media purging)? Describe.		
21	Regulatory Compliance	Is the hardware currently certified by any security standards? (e.g., PCI-DSS, HIPAA). Provide proof of compliance documentation.		
22		Will product or solution process or collect credit card information?		
23		Does your organization have a process to identify new laws and regulations with IT security implications?		

SECTION 4: ATTESTATION SECTION - ALL VENDORS MUST FULLY COMPLETE AND SIGN THIS SECTION.

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

Vendor Name:	
Printed Representative Name:	
Printed Representative Title:	
Signature:	
Date:	

VENDOR'S OPPORTUNITY LIST 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.

This solicitation consists of federally assisted funds and federal law requires Broward County to maintain a database of all firms that are participating or attempting to participate in federally assisted contracts, sponsored Department of Transportation (D.O.T.).

The form should include the Vendor's information, as well as any prospective subcontractor/subconsultant that the Vendor contacted or who contacted the Vendor regarding this solicitation.

Prime Vendor Information

- | | | |
|---|--|--|
| <p>1. Federal Tax ID Number:
<input type="text"/></p> <p>2. Firm Name:
<input type="text"/></p> <p>3. Phone:
<input type="text"/></p> <p>Address:
4. <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. Type of work bid on:
<input type="text"/></p> | <p>9. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million - less than \$5 million</p> <p><input type="checkbox"/> \$5 million - less than \$10 million</p> <p><input type="checkbox"/> \$10 million - less than \$20 million</p> <p><input type="checkbox"/> \$20 million - less than \$50 million</p> <p><input type="checkbox"/> \$50 million - less than \$100 million</p> <p><input type="checkbox"/> \$100 million - less than \$500 million</p> <p><input type="checkbox"/> \$500 million - less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p> | <p>10. Ethnic Categories</p> <p><input type="checkbox"/> B (Black American)</p> <p><input type="checkbox"/> H (Hispanic American)</p> <p><input type="checkbox"/> NA(Native American)</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> Non- Minority Women</p> <p><input type="checkbox"/> Other (i.e., not of any other group listed above)</p> <p>11. Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p> |
|---|--|--|

(Please be specific in regard to the type of work).

8. Contract Amount or Percentage

(%): or (\$):

(Continued)

Subcontractor/Subconsultant Information

Provide this information for any subcontractor/subconsultant who provided the Prime Vendor with a bid/quote/proposal to perform work on the project; or any subcontractor/subconsultant solicited by the Prime Vendor to provide a bid/quote/proposal. Provide additional forms for Subcontractor /Subconsultant Information as needed.

- | | | |
|---|--|------------------------------|
| <p>1. Federal Tax ID Number:
<input type="text"/></p> <p>2. Firm Name:
<input type="text"/></p> | <p>9. Subcontract Amount/Percentage</p> <p>(%): <input type="text"/> or (\$): <input type="text"/></p> <p>10. Annual Gross Receipts:</p> | <p>11. Ethnic Categories</p> |
|---|--|------------------------------|

3. Phone:

4. Address:

5. Year Firm Established:

6. DBE Non-DBE

7. Subcontractor
 Subconsultant

8. Type of work bid on:

(Please be specific in regard to the type of work).

- Less than \$200,000
- \$200,001 - \$500,000
- \$500,001 - less than \$1 million
- \$1 million - less than \$5 million
- \$5 million - less than \$10 million
- \$10 million - less than \$20 million
- \$20 million - less than \$50 million
- \$50 million - less than \$100 million
- \$100 million - less than \$500 million
- \$500 million - less than \$1 billion
- Over \$1 billion

- Asian Pacific American
- B (Black American)
- H (Hispanic American)
- NA(Native American)
- Non-Minority Women
- Subcont. Asian American
- Other (i.e., not of any other group listed above)

12. Gender
- Female
 - Male

1. Federal Tax ID Number:

2. Firm Name:

3. Phone:

4. Address:

5. Year Firm Established:

6. DBE Non-DBE

7. Subcontractor
 Subconsultant

8. Type of work bid on:

(Please be specific in regard to the type of work).

9. Subcontract Amount/Percentage
(%): or (\$):
-
10. Annual Gross Receipts:
- Less than \$200,000
 - \$200,001 - \$500,000
 - \$500,001 - less than \$1 million
 - \$1 million - less than \$5 million
 - \$5 million - less than \$10 million
 - \$10 million - less than \$20 million
 - \$20 million - less than \$50 million
 - \$50 million - less than \$100 million
 - \$100 million - less than \$500 million
 - \$500 million - less than \$1 billion
 - Over \$1 billion

11. Ethnic Categories
- Asian Pacific American
 - B (Black American)
 - H (Hispanic American)
 - NA(Native American)
 - Non-Minority Women
 - Subcont. Asian American
 - Other (i.e., not of any other group listed above)

12. Gender
- Female
 - Male

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
REQUIREMENT CERTIFICATION 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.

The State of Florida, Executive Order 11-116, requires Broward County, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County's request.

AUTHORIZED SIGNATURE/ NAME

TITLE

COMPANY

DATE

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

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

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

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

a)	
b)	
c)	
d)	
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

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

Cone of Silence Requirement Certification:

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

The Vendor hereby certifies that: (check each box)

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

Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.

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

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

The Vendor hereby certifies that: (check box)

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

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

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

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*AUTHORIZED SIGNATURE/NAME	TITLE	DATE
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Vendor Name:

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

LITIGATION HISTORY FORM

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

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

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

Vendor Name:

AGREEMENT EXCEPTION FORM

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

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

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

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

Vendor Name:

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Technical Solutions for Advanced Planning Consultant Services
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Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [http://www.broward.org/Purchasing/Pages/StandardTerms_copy\(1\).aspx](http://www.broward.org/Purchasing/Pages/StandardTerms_copy(1).aspx)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

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

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

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

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

 bold line seperating sections

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:

 bold line seperating sections

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:

 bold

4. Subcontracted Firm's Name:

seperating
sections

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

Insurance Requirements for Technical Solutions for Advanced Planning Consultant Services

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non-airside \$5 mil airside	\$1 mil non-airside \$5 mil airside
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k non airside \$5 mil airside	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY ***IF APPLICABLE	Max Ded	\$2 mil	\$2 mil
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500K
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$10,000.00		\$ 2 mil
<input checked="" type="checkbox"/> CYBER COVERAGE Software E&O *if creating, maintaining or repairing software or working on our software or otherwise utilizing the Airport internet to provide their services.	Max. Ded. \$10,000.00		\$5 mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.			
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite 101
 Fort Lauderdale, FL 33301
RE: Planning


Tracy Meyer
 Aviator Insurance
 Risk Insurance and Contracts Manager
 Date Issued 7/24/14

Digitally signed by Tracy Meyer
 DN: dc=local, dc=fill-airport, ou=FLLUSERS, cn=Tracy Meyer
 Date: 2019.12.03 11:07:11 -05'00'



Finance and Administrative Services Department

PURCHASING DIVISION

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

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 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 and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the 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 Section 21.120 of the 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: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

However, 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).

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Question and Answers for Bid #TEC2120970P1 - Consultant Services in Technical Solutions for Advanced Planning Services

Overall Bid Questions

There are no questions associated with this bid.