

Solicitation GEN2120797P1

Website Design and Hosting Services for CVB, Airport, and Seaport

Bid Designation: Public



Broward County Board of County Commissioners

Bid GEN2120797P1 Website Design and Hosting Services for CVB, Airport, and Seaport

Bid Number	GEN2120797P1
Bid Title	Website Design and Hosting Services for CVB, Airport, and Seaport
Bid Start Date	In Held
Bid End Date	Nov 4, 2020 2:00:00 PM EST
Question & Answer End Date	Oct 21, 2020 5:00:00 PM EDT
Bid Contact	Dylan Kennedy Purchasing dykennedy@broward.org
Bid Contact	Danea Cohen-Ebanks Purchasing dcohen@broward.org
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Jun 10, 2020 10:00:00 AM EDT Attendance is optional Location: 115 S. Andrews Avenue, Room # TBD Fort Lauderdale, FL 33301 (Purchasing to update post approval to advertise.)
Bid Comments	<p>Scope: Broward County's Greater Fort Lauderdale Convention & Visitors Bureau, Broward County Port Everglades Department, and Broward County Aviation Department are seeking a qualified Vendor to perform the following services: website user experience design, website hosting/maintenance, website content management solutions, customer relationship management programming and integration, website paid search advertising, website search engine optimization.</p> <p>Pricing: Price will be considered in the final evaluation and ranking of qualified firms. Failure to complete the Periscope SG2 Item Response Form will deem Vendor nonresponsive. A Pricing Worksheet is applicable to this solicitation. Please refer to the Special Instructions to Vendors, Section 1 - Additional Responsiveness Criteria, for additional information.</p> <p>Goal Participation: This solicitation includes participation goals for Broward County certified County Business Enterprises. Please see Special Instructions to Vendors for additional information.</p> <p>Evaluation Criteria Response Form and Vendor Questionnaire Form: Please carefully follow the instructions of Section 13 of the Special Instructions to Vendors for submission in a PDF fillable form.</p> <p>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.</p> <p>Submittals: Vendor must submit its solicitation response electronically and must confirm its submittal in Periscope SG2 in order for</p>

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the County to receive a valid response through Periscope SG2. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Please refer to the Purchasing Division's website or contact Periscope SG2 for submittal instructions. Vendors are encouraged to submit their responses in advance of the date and time specified in the solicitation. **In the event a Vendor is having difficulty submitting its response through Periscope SG2, please (immediately) notify the assigned Purchasing Agent and then contact Periscope SG2 for technical assistance.**

Local Preference: The Broward County Board of Commissioners may amend the local preference ordinance to address vendors that are subsidiaries of nonlocal entities. The local preference requirements for this solicitation will be based upon the local preference ordinance in effect at the Final Selection/Evaluation Committee Meeting when the proposed recommendation for final ranking is determined. If as a result of an amendment to the ordinance additional information is required from the Vendors, the Vendors will be allowed appropriate time to submit such information.

Item ResponseForm

Item	GEN2120797P1-01-01 - Website Design and Hosting Services for CVB, Airport, and Seaport
Quantity	1 contract
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>No Location Specified</u>
	Qty 1

Description

The contract amount entered into the Unit Price for this line will be the Vendor's proposed not-to-exceed five (5) year price in response to this RFP (please refer to the Scope of Services and all RFP documents).

Please Note: The total points awarded for price will be based on the Vendor's proposed five (5) year contract amount (the amount entered into the Unit Price for this line). Please refer to the Special Instructions to Vendors, Section 1.1.1.3. A Pricing Worksheet is applicable to this solicitation. Please refer to Special Instructions to Vendors Sections 1.1.2.-1.1.3. for additional information regarding the Pricing Worksheet. Vendors are informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing. Vendors are provided advance disclosure of the County's intent to use payment terms which will ensure Vendor accountability, on a task-, sub task-, or deliverable-basis which may include hourly billing methods. Vendors are notified that payment terms may include retainage requirements. Deliverables will require acceptance by County prior to any contingent payment amounts.

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SECTION 1 – OVERVIEW

- 1.1. The Greater Fort Lauderdale Convention & Visitors Bureau (“GFLCVB”), Broward County Port Everglades Department (“Port”), and Broward County Aviation Department (“Aviation”), collectively known as the “Business Group” agencies of Broward County government, are seeking a Vendor to design, create, host, manage, and optimize their integrated websites, content management solutions (“CMS”), and customer relationship management (“CRM”) solutions. See **Scope of Services, Section 6** for further detail on the desired functionality of the CRM. It is preferred that the selected Vendor have an out-of-the-box Internet-based solution that requires no or minimal customization and or configuration and that the selected Vendor have experience in government and or the Business Group’s general business models. Vendor should have airport website experience.
- 1.2. The websites must compliment the respective branding and missions of each agency, while incorporating the latest best practices and technological advances in digital content marketing and must comply with the Americans with Disabilities Act (ADA). Website must comply with Federal Rule Section 508 Americans with Disability Act accessibility standards (<https://www.section508.gov>).
- 1.3. The CMS must be user-friendly so that Business Group staff can be trained to modify and create pages daily. Further, the selected Vendor must be capable of continually optimizing the websites and implementing content strategies to ensure the highest volume of consumers that are planning to travel. The GFLCVB requires full use of all services, while the Port and Aviation groups would like the ability to opt into specific functionalities at a time-based project rate once the site evaluation, design, set-up and migration are complete.
- 1.4. The GFLCVB website must have an editorial format and design, and be focused on attracting leisure visitors, capturing leads from convention and meeting planners, and interacting with local industry partners. The GFLCVB is further in need of an integrated CRM that captures leads from convention and meetings planners. The CRM solution must also provide industry partners (e.g., local hotels) with the ability to update their listings on the website and receive and react to leads issued through the website or by GFLCVB staff.
- 1.5. The Port Everglades and Aviation websites must have the ability to scale and adapt as the cruise, passenger, and cargo shipping industries evolve.
- 1.6. All websites must provide the tools and structure to communicate effectively with a variety of international customers in a user-friendly environment. Ability to translate website in Spanish with the option to add additional languages in the future including Portuguese, French, German, Mandarin, and Italian.
- 1.7. Vendor should identify all reporting and analytics capabilities to provide critical website related data to the Business Group, including internal data points and traffic analytics. Must have the ability to archive the historical pages for public records purposes.

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- 1.8. The County reserves the right to add or expand services as needed for the reasonable inclusion of unforeseen but connected services.

SECTION 2 – GREATER FORT LAUDERDALE CONVENTION & VISITORS BUREAU

- 2.1. Created by the Board of Broward County Commissioners in 1987, the Greater Fort Lauderdale Convention & Visitors Bureau is a governmental agency funded by a portion of the five percent tax on hotel rooms. The GFLCVB promotes the Greater Fort Lauderdale area, including 31 municipalities, as a premier year-round leisure and meeting destination.

2.2. GFLCVB Teams:

2.2.1. The Marketing & Communications section oversees all interactive marketing, including managing the website, content development, social media strategy and execution, and sending e-news blasts. Additionally, the team is responsible for the creation, production and placement of the destination's advertising initiatives across all platforms including print, digital and broadcast. The team spearheads public relations programs including media outreach, influencer management, crisis communications. The team is responsible for all print collateral, tradeshow booth design, event planning and promotion.

2.2.2. The Strategic Client Services section is responsible for providing visitor/partner services. Working as the "concierge to the community," they offer an array of services to city-wide conventions from hotel reservations to arranging planning sites. They are responsible for updating all partner and stakeholder information into the CRM.

2.2.3. The Convention Sales section is responsible for booking city-wide meetings at the Greater Fort Lauderdale/Broward County Convention Center and at individual hotels throughout Broward County. The Greater Fort Lauderdale Sports Business Development office, with the support of the Florida Sports Foundation, is a one-stop shop to plan a professional, amateur or recreational sports event. Their section of the website needs to include a seamless lead generation system.

2.3. Additional Sections Include:

2.3.1. The Diversity & Inclusion section is responsible for developing and implementing short- and long-term strategic plans to increase meeting room nights and global LGBT+ travel and tourism.

2.3.2. The Multicultural Business Development section is tasked to ensure that organizations and families of color select Greater Fort Lauderdale as the destination of choice for conferences and family reunions.

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- 2.3.3. The section of Film, Music, Fashion & Create promotes all areas of Broward County as a key destination for filming, music, fashion, art and other creative activities.
 - 2.3.4. The Tourism Sales section sells Greater Fort Lauderdale to tour operators, wholesalers and retail travel agents in the domestic and international arena. They attend trade shows, arrange sales missions in major cities and design vacation package programs for tour operators.
 - 2.3.5. These teams work together to boost Broward County's economy. With around 13 million visitors annually and billions of dollars spent, tourism and hospitality remain one of the largest drivers of the area's prosperity.
- 2.4. **Audience:** GFLCVB serves a variety of stakeholders who require quick, easy access to information provided on the website. Stakeholders include, but are not limited to, residents of Broward County; Broward County business owners, operators, and employees; elected officials; Broward County staff; leisure visitors, domestic and international; meeting planners; sports planners; captive operators; leisure wholesalers; media; educational institutions; government and economic development agencies.
- 2.5. Website Statistics:**
- 2.5.1. In 2018, the GFLCVB's sunny.org had 3,832,881 visits to the site and 2,490,690 were unique visitors.
 - 2.5.2. A total of 7,421,639 pageviews occurred on the website and visitors saw an average 1.94 pages per visit.
 - 2.5.3. The average visit duration was 1 minutes 50 seconds.
 - 2.5.4. The site's bounce rate averaged 60.48% for the year.
 - 2.5.5. Organic search traffic brought 1,544,392 visits to the site, providing 40.29% of the total traffic. 796,099 visits arrived at the site through paid search, generating 20.77% of the total traffic.
 - 2.5.6. Referring websites sent 292,991 visits to the website, providing 7.64% of the total traffic.
 - 2.5.7. Direct traffic to the site provided 580,402 visits which made up 15.14% of the total traffic.
 - 2.5.8. There were 2,096,053 mobile visits and 438,548 tablet visits on the website.

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- 2.6. **Project Goal – GFLCVB Specific:** Effectively promote and position Greater Fort Lauderdale as a top leisure destination and a premiere choice for conventions and meetings through an inspiring and editorial-style website using specific data-based strategies.
- 2.7. **Objectives:**
- 2.7.1. Position Greater Fort Lauderdale as the ultimate visitor destination for all target markets and provide ample information to various constituencies (visitors, meeting planners, travel trade, local partners, stakeholders, and media).
 - 2.7.2. Seek ways to involve emerging technologies and marketing automation tactics resulting in a creative, innovative and fresh website.
 - 2.7.3. Showcase unique attributes of Greater Fort Lauderdale via an easy-to-navigate content-rich, editorial-style environment focused on content creation and marketing.
 - 2.7.4. Showcase a variety of neighborhoods and all 31 municipalities via an interactive and attractive map.
 - 2.7.5. Provide a voice for visitors and locals alike through user-generated content mechanisms and social media integration.
 - 2.7.6. Provide the GFLCVB staff and hospitality partners with a tool for the acquisition and management of contacts and leads and manage contact information for local industry partners.
 - 2.7.7. Using an interactive framework, engage users and promote Greater Fort Lauderdale by providing the latest news and developments, supporting the team’s public relations strategies. This should include a password-protected digital asset management system.
 - 2.7.8. Influence target markets to select Greater Fort Lauderdale as the top convention/meeting destination.
 - 2.7.9. Increase awareness through effective Search Engine Optimization (SEO) and content marketing tactics.
 - 2.7.10. Deliver measurable results in terms of site metrics as well as converted visitors to the destination.

SECTION 3 – PORT EVERGLADES

- 3.1. As one of Florida’s leading economic powerhouses, Broward County’s Port Everglades is the gateway for international trade and cruise vacations. Consistently ranked among the top three busiest cruise

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ports in the world, Port Everglades is also one of the nation's leading container ports and South Florida's main seaport for receiving petroleum products including gasoline, jet fuel and alternative fuels.

- 3.2. More than 3.8 million passengers sailed to and from Port Everglades in fiscal year 2019 (Oct. 1, 2018 through September 30, 2019). Nearly 40 cruise ships sail from a multitude of popular cruise lines including: Balearia's Bahamas Express (ferry), Carnival Cruise Line, Celebrity Cruises, Cunard Line, Holland America Line, Princess Cruises, Royal Caribbean International, and Silversea Cruises. The Port's wide-ranging fleet of cruise ships provides guests with an array of cruise vacation choices from the Fort Lauderdale, Hollywood and Dania Beach area.
- 3.3. As a global powerhouse for international trade, Port Everglades handles more than one million TEUs annually (20-foot equivalent units, the industry standard measurement for container volumes) and serves as a gateway to Latin America, the Caribbean, Europe and Asia. In addition to containerized cargo, the Port also handles bulk and break bulk cargoes mainly used for construction, yachts and automobiles, and liquid bulk such as gasoline and jet fuel. Location is a strategic advantage for shippers as Port Everglades is situated in the heart of one of the world's largest consumer regions, including a constant flow of approximately 112 million visitors statewide and 6 million residents within an 80-mile radius. Port Everglades has direct access to the interstate highway system and the Florida East Coast Railway's 43-acre intermodal container transfer facility and is closer to the Atlantic Shipping Lanes than any other Southeastern U.S. port.
- 3.4. Ongoing capital improvements and expansion ensure that Port Everglades continues to handle future growth. As an enterprise fund of Broward County, FL government, the Port generates its own revenue from land and facility leases and maritime services. Local property tax dollars are not used for capital investments or operations.
- 3.5. **Audience:**
 - 3.5.1. As a diverse seaport, Port Everglades serves a variety of stakeholders who require quick, easy access to information provided on the Port's website or through a mobile device.
 - 3.5.2. Stakeholders include but are not limited to: Residents of Broward County, elected officials, Port staff, cruise passengers, shippers, ocean carriers, terminal operators, truckers, petroleum companies, freight forwarders, customs brokers, railroads, foreign-trade zone businesses, media, educational institutions, government and economic development agencies.
- 3.6. **Project Goal – Port Specific:** Make the website the first source for information about Port Everglades.
- 3.7. **Objectives:**

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- 3.7.1. To provide simplified access to content.
- 3.7.2. To increase the number of active users.
- 3.7.3. To increase engagement.

SECTION 4 – FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT

- 4.1. Broward County's Fort Lauderdale-Hollywood International Airport (FLL) is an economic engine that creates and promotes commerce and industry. FLL serves the air travel needs of South Florida and is located in Greater Fort Lauderdale in the heart of Florida's Gold Coast. In 2019, the Airport served 36.7 million passengers with more than 380 departures a day and offered nonstop service to 84 U.S. cities and global connectivity to more than 66 international destinations in 33 countries. In 2018, the Airport ranked 18th in the United States in total passenger traffic and 14th in domestic origin and destination passengers.
- 4.2. FLL employs more than 19,000 employees directly. According to an outside consultant's economic impact study, FLL generates 255,386 direct, indirect, and induced jobs resulting in a total economic impact of \$37.5 billion annually. The independent review measured FLL's impacts primarily in the Fort Lauderdale metropolitan area and Broward County overall.
- 4.3. The Airport's international passenger traffic has also increased with double-digit percentages of growth over the past five years. In 2019, FLL welcomed 8.8 million international passengers, up 2.7% over 2018. FLL was ranked as the 10th busiest international Airport in the U.S. by the Airports Council International. As South Florida and the Greater Fort Lauderdale area become a more popular destination for international visitors, the Airport is undertaking a significant capital investment and is more than halfway through a \$3.6 billion airport expansion program to meet current and future demand.
- 4.4. Audience:**
 - 4.4.1. As the fastest-growing large hub airport in the U.S., FLL's passengers and employees require quick, easy access to information provided on its website or through a mobile device.
 - 4.4.2. Stakeholders include but are not limited to: Passengers (domestic and international), residents of Broward County, elected officials, Aviation staff, Airport community stakeholders such as airlines, fixed-based operators, concessionaires, federal and local law enforcement agencies, local businesses, media, educational institutions, government and economic development agencies.
- 4.5. **Project Goal – Aviation Specific:** Enhance the website to provide the latest information about FLL with a robust homepage layout with easily accessible vital information presented in a clear and engaging layout for both desktop and mobile users.

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4.6. Objectives:

- 4.6.1. To have 24/7 access to provide updates to content.
- 4.6.2. To be able to interface with airline' flight information and TSA Security Checkpoint Wait Times and Schedule.
- 4.6.3. To be able to offer an interactive map for the terminal/airport campus.
- 4.6.4. To allow for Vendor/parking payments through the website.
- 4.6.5. To allow for parking reservations online
- 4.6.6. To offer photo/videos promoting airport initiatives and projects.
- 4.6.7. To create subsite website for North Perry Airport, FLL's General Aviation Airport.
- 4.6.8. To be able to enhance the sub-pages with an easy to use interface and appropriate imagery.

SECTION 5 – WEBSITE REQUIREMENTS

5.1. Each agency will have its own website with different branding and multiple microsites. All three agencies share several similar goals, including utilization of their product. Example: Encouraging tourists to travel to Broward County, to book flights to FLL, and to embark on cruises at the Port. Each website should seek integration where it can help to reduce costs and achieve goals, especially inducing qualified traffic. The websites should share a common backend for efficiency including unified training and future developments. Each agency should have its own password-controlled access to this shared common backend to allow for controlled access to agency specific content. For example, a mechanism should limit the access and edit rights of GFLCVB pages to GFLCVB employees only.

5.2. Functionality and Optimization:

- 5.2.1. Maintain a web-based, staff-accessible Content Management System (CMS) for frequent updates and timely content creation. Maintain a user-friendly content management for designated staff to add, remove, and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.
- 5.2.2. Maintain a digital asset management system including a media asset library tool that allows staff to place a gallery of photos and videos on specific pages of the website for visitors to view. This gallery will show approved images as well as provide the visitor the ability to request and download media assets. This should be easy to modify and upload new images. Functionality should include password protection.

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- 5.2.3. Integrate Google Analytics / Google 360. The CMS should allow for the creation of a tracking page so the Business Group can monitor user conversions such as downloading a visitor guide, signing up for the e-newsletter, or responding to a printed or digital advertisement. This tracking should allow each agency to access metrics for their sites individually, as well as collectively.
- 5.2.4. The CMS should allow for admin functionality in a variety of ways including password protection for certain areas of the site. The site should include an automated username/password generator that can be activated. The username and password should be linked specifically to each user within the CRM with their email as their username and a user-defined password. The site should have the option to disable the password at any given time. The password protection capability should be available to expand to other areas of the site as needed.
- 5.2.5. The CMS should have an accept/deny function that would prevent mistakes from going live when updating the site.
- 5.2.6. Functionality should include the ability to create and activate new URLs, as well as forward URLs.
- 5.2.7. The website must integrate with any Vendor for hotel booking engines; user generated content; and email marketing software.
- 5.2.8. The website must integrate with the following third-party services: Klein, payment software for cruise parking; harbormaster schedule; NorthSouth GIS LLC; Broward GIS NOAA; ParkAssist (parking availability in garages); OAG Flightview (to support flight schedule integration); Phunware or similar platforms (to support FLL app). A data and form integration tool that can also be used for special offers. Must integrate with NOAA's Tides and Currents.
- 5.2.9. Integrate with Google AMP to allow for a consistently fast and high-performing website across devices and distribution platforms.
- 5.2.10. Have a preview function that shows how the website appears across all devices and operating systems, including mobile and tablet, compatible with Android, Apple and Google. Complete accessibility and usability testing and WCAG 2.0 compliant. The site must also be compatible with Internet Explorer v7 and above, Chrome, Safari, Firefox and all current browsers on Microsoft (Windows), Google (Chrome, Android), and Apple operating systems.

5.3. User Experience and Features:

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- 5.3.1. Responsive in design and able to function on desktops, tablets and mobile web browsers and platforms.
- 5.3.2. Promote brand consistency and be visually appealing.
- 5.3.3. Ability to host fast streaming videos without redirecting to a third-party site.
- 5.3.4. Incorporate rotating or scrolling elements that allow for a highly engaging website where upcoming events, blogs and other content can be featured.
- 5.3.5. CMS should integrate with CRM as it relates to partner listings, calendar of events, special offers, media assets and forms and should allow partners to login and edit their listings.
- 5.3.6. Streamlined navigation organized in a way that contains all the information required, but also presents content with an intuitive approach to draw more users and increase Search Engine Optimization (SEO).
- 5.3.7. Host high-resolution customized maps, including GIS data and interactive story maps, and utilize Google Maps.
- 5.3.8. Should include a page print function that converts the website page to text.
- 5.3.9. Must include a function to email the website page. Must include a function to share on social media platforms.
- 5.3.10. Allow users to subscribe for email updates or to be added to various mailing lists. Provide the mailing list software.
- 5.3.11. The site will allow for individual pieces of content (such as events, editorial articles, photos, videos and listings) to be shared straight from the website to social platforms, including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, YouTube and Pinterest.
- 5.3.12. Trip planner/itinerary builder: Including a shopping-cart style custom trip planner/itinerary builder database with the ability for users to customize their travel plans and return several times to the site to modify the plans.
- 5.3.13. Connect across social media platforms. Direct links and bookmarking to social media sites.
- 5.3.14. Include breaking news feature as well as a prominently placed alert band.
- 5.3.15. The site should have built-in advanced search capabilities that search through the entire database and all content and provide anchors on the pages to target the search. The system should have an option to omit pages from the search function to keep specific pages hidden as desired. The site should have separate restricted search functions that search exclusively

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in the following sample areas: calendar of events, accommodations, press releases, photos, attraction/dining options. And it should anticipate needs through “did you mean” functionality.

- 5.3.16. Calendar of events with the ability for others to submit events for approval and publication, photos/videos on event pages, searchability, and staff ability to add and update. The site should also include a way to highlight featured events within Calendar of Event overview pages.
- 5.3.17. An editorial version of a blog function must be hosted within the site as well as an RSS feed.
- 5.3.18. Integrate ability for Business Group to activate microsites for various partners, meetings, one-day events or week-long festivals. The microsites should be searchable and incorporate information from all website elements including the partner listings, calendar of events, mapping, packages and media assets.
- 5.3.19. Include the option for making catalog-like digital visitors guide page views of a visitor’s guide, meeting planners guide and other marketing collateral, with options to download.
- 5.3.20. Design should feature a highly engaging template that allows for an enhanced user experience and engagement through CMS tools.
- 5.3.21. Integration of Yelp, TripAdvisor and/or another tool that includes reviews.
- 5.3.22. Ability to showcase User Generated Content on site.
- 5.3.23. Platform for creating and sharing bid books used in bidding on new convention, sports, or other group events.
- 5.3.24. Meeting planner RFP tracking and venue booking tool.
- 5.3.25. Portal for external stakeholders to self-publish job postings.
- 5.3.26. Provide weather feed and ability to display web cams.
- 5.3.27. Include SSL Site-Wide Certificate and adapt to changing or new certificate standards as adopted by the CA/Browser Forum.
- 5.3.28. Ability to manage co-op marketing and advertising programs that partners can purchase; this may include integrating with the County’s payment processor, Pay-EZ through Bank of America.

5.4. Vendors Services:

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- 5.4.1. Provide design, programming and hosting of each of the sites.
- 5.4.2. Conduct discovery research phase with internal and external stakeholders.
- 5.4.3. Conduct User Experience (UX) research prior to designing the website and annually to determine how to optimize the site's functionality.
- 5.4.4. Create new site architecture/site map based on discovery phase.
- 5.4.5. Be able to offer a minimum of three concepts for the design for each website – including mobile optimization. Creative designs must be compatible with the GFLCVB, Aviation, and Port's respective advertising designs and branding and may be directed by the Business Group's advertising agency.
- 5.4.6. Vendor should provide several template options (including a banner / header image template) that allows the website to have a diverse, content-rich design. This includes the ability to incorporate A/B testing.
- 5.4.7. Migrate existing art, photography and content from existing site to new site.
- 5.4.8. Create a site transition program to direct visitors from the existing site to the new site.
- 5.4.9. Regular support and maintenance of the website including services such as refreshing the design elements, updating of technology in the website design, engineering, Search Engine Optimization (SEO)/ Search Engine Marketing (SEM) and other elements associated with the website.
- 5.4.10. Vendor should supply a monthly SEO plan that details recommended actions to improve search engine rankings, website traffic and conversions. This should be a dynamic plan that allows for changes throughout the year.
- 5.4.11. Conversion rate optimization services with A/B testing – increasing the percentage of visitors to website converting into customers, or more generally, take any desired action on a webpage such as ordering guides, booking accommodations or attraction tickets.
- 5.4.12. Generate and place content, as well as modify existing content, to drive qualified traffic and achieve goals. Content creation services to increase referrals to partners, increase onsite engagement, increase leads and increase sales.
- 5.4.13. Create new landing pages and editorial content that supports the SEO plan and goals.

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- 5.4.14. Vendor should review competitor websites for targeted keyword phrases and analyze several factors including domain age, page rank, on-page optimization for Business Group websites and competitor websites.
- 5.4.15. Paid search campaign services driving qualified and targeted web traffic.
- 5.4.16. Content creation for Facebook, Twitter, LinkedIn, and meetings-specific Twitter accounts including pulling owned or user generated content images, writing captions and pulling applicable links. All posts should be entered into an ongoing social media calendar which the agency will create, manage, and maintain. Once approved, social media posts will be scheduled by the agency using native schedulers and scheduling software.
- 5.4.17. Scheduling and organizing content in a monthly calendar spread sheet
- 5.4.18. Ongoing edits to content as directed
- 5.4.19. Searching for on-brand user-generated content in CrowdRiff (or similar platform), maintaining folders in the platform, and sending user generated content requests to users
- 5.4.20. Maintaining ongoing client preferences sheet.
- 5.4.21. Vendor should supply a monthly report that includes key performance indicators (KPI) that detail social media performance, conversion rate, website traffic, engagement statistics, search engine rankings, traffic source and other relevant data. This data should also include visitor profiles, data driven metrics on visitation to the destination, and other data points that can assist in making informed decision about targeting website content, search engine optimization efforts, and pay per click advertising decisions. Acquisition of additional data from third-part Vendors to further develop monthly report may be necessary.
- 5.4.22. Vendor should develop a comprehensive list of keywords specific to Greater Fort Lauderdale and monitor this on a monthly basis, providing a ranking report each month of top keywords.
- 5.4.23. Vendor should audit and correct issues that could potentially impact website traffic and ranking. This includes but is not limited to header tags, duplicate content, html sitemap, etc.
- 5.4.24. Vendor should supply ongoing maintenance of meta data within the CMS, which should include keywords, page titles and meta tags.
- 5.4.25. Vendor should provide recommendations for “friendly” URLs that make pages more accessible to search engines and website visitors alike.
- 5.4.26. Vendor should also set up redirects for any alternate domains. Manage domain names including acquisition of new and renewals of existing on behalf of the Business Group.

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- 5.4.27. Vendor should have the ability to set up campaign URLs for the Business Group's marketing campaigns for the purpose of tracking and reporting. This includes review of current landing pages to ensure they are properly optimized for the best performance.
- 5.4.28. Vendor should analyze top landing pages, content pages and campaign landing pages, make recommendations and create new content, html tags, meta tag updates and more.
- 5.4.29. Vendor should provide a report to fix broken links and errors on the website on a monthly basis.
- 5.4.30. Vendor should measure individual page readability and provide the recommended steps to make the website easy to comprehend if issues are found.
- 5.4.31. Vendor should provide ongoing maintenance of the website related to software updates, bugs, or other general fixes to ensure GFL's website is running smoothly and at an optimal speed.
- 5.4.32. Provide periodic on-site training for CMS to staff.
- 5.4.33. CMS must be available via internet. Ideally, CMS capabilities would become available with technology advancements and would be part of the Vendor's responsibility to provide.
- 5.4.34. Provide 24-hour, 7-day CMS support phone and online chat service.
- 5.4.35. Migrate existing art, photography, and content from existing site to new site.
- 5.4.36. Create new art, design and copy to supplement content, as well as the ability to create, maintain and organize site-specific widgets.
- 5.4.37. Host the website in a secure location and facility that can maintain service during hazardous events such as hurricanes, earthquakes, fire, etc.
- 5.4.38. Must be compliant with all Broward County website and cyber security guidelines and requirements as specified by Broward County's Enterprise Technology Services (ETS). Vendor must complete the ETS Vendor Security Questionnaire with submission of its response to this solicitation.

SECTION 6 – CUSTOMER RELATIONSHIP MANAGEMENT FUNCTIONALITY

- 6.1. The CRM should integrate completely with the websites and will primarily be used by the GFLCVB to track and interact with three groups of customers: "industry partners" are local hospitality businesses like hotels and convention centers. "Sales contacts or customers" which include groups who bring venue and hotel business to Broward County; for example, a convention planner and the information

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on their meeting(s) would be a customer. "Consumers" are leisure travelers that travel individually or as family units.

- 6.2. This system will be complex in that it will need to be able to track and interact with many variable details across both customers. For example, a meeting planner would submit a request for proposal for a new convention location through Cvent, which would feed into the CRM. The details about the contact and the meeting would be recorded and could be sent out to industry partners who could then respond to the lead by sending their proposed room rates and other details back into the CRM.
- 6.3. Aviation and Port may also have use for the CRM in tracking their "sales contacts", which could include, for example, contacts at potential new airlines, cruise lines and cargo carriers.

6.4. Requirements:

- 6.4.1. Provide design, programming and hosting of each of the sites.
- 6.4.2. Vendor to provide a system and software that allows staff to request revisions, updates, deletions, enhancements, or modifications to the CMS and CRM.
- 6.4.3. Provide periodic on-site training for CRM to Business Group staff.
- 6.4.4. CRM must be available via internet.
- 6.4.5. Report generator that allows staff to export Excel reports from any combination of variables.
- 6.4.6. Benefits summary for industry partners to be able to view all the benefits each partner receives including number of leads, articles documented, listing and coupon hits, in-kind expenses and more.
- 6.4.7. Industry Partner-only password protected extranet where partners can update listings, add images, submit special offers, view leads, report occupancy and view news and information provided by Business Group.
- 6.4.8. Ability to send service leads to industry partners, track partner referrals, record in-kind/expense transaction with partners, and manage commitments or incentives.
- 6.4.9. Ability to track group (convention, sports, and other event) leads and clients, including all details of an event from planning stage to hotel room pickup reports.
- 6.4.10. Integrate with partners to allow leads to be sent out to hotels and other partners for needed meeting space, etc.
- 6.4.11. Integrate ability to solicit pickup reports and details from contacts at hotels hosting events to tabulate total room night use.

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- 6.4.12. RFP integration creating customized forms that provide a step by step process for submitting an RFP and includes a basic facility search, room flow, the ability to include attachments.
- 6.4.13. Ability to manage media contacts, issue press releases, distribute press trip leads and track coverage of Greater Fort Lauderdale and partners.
- 6.4.14. Inventory ability to allow Business Group to easily manage promotional item inventory, place orders and streamline order processing with third-party fulfillment house. Orders should have the ability to be tied to partners, clients, and events tracked in CRM.
- 6.4.15. Ability to create templates for Business Group to facilitate the creation and distribution of detailed itineraries for destination previews and site inspections with the ability to track the exposure.
- 6.4.16. Event registration functionality with online registration portal.
- 6.4.17. Ability to create forms to publish to website & capture data in CRM.
- 6.4.18. Film permit management solution including permit application on website, processing permits, automatic template generation, and ability to send permit form on to municipal partners.
- 6.4.19. The CRM must integrate with the following third-party services: Destination's International Economic Impact Calculator (or same Economic Impact Calculator provided by Tourism Economics); Cvent.
- 6.4.20. RFP Builder Meetings Sales integration to use as a lead generation tool.
- 6.4.21. Include integration with Outlook 365 email tool in order to send e-news blasts and crisis communication updates.

SECTION 7 – OPTIONAL SERVICES

- 7.1. Optional services are included in the **Scope of Services** for each agency of the Business Group (GFLCVB, Port, and Aviation).
 - 7.1.1. After the website is deployed, as requested, plan and implement a complete redesign of the website including visuals and structure. This redesign of the website will be performed in the event of a need to reflect future branding or messaging.

SECTION 8 – DELIVERABLES

Vendor shall provide the following Deliverables, which shall be considered accepted by County only upon written notice by Project Manager that the Deliverable meets the applicable Acceptance Criteria.

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Deliverable	Deadline	Acceptance Criteria
<p>8.1. Website(s), CMS, and CRM Transition Plan. Transition plan lays out steps and timeline from contract signing through the complete implementation of the new website(s), CMS, CRM.</p>	<p>Within forty-five (45) days of contract award.</p>	<p>8.1.1. Establishes a plan for addressing each component of the Services set forth in the Scope of Services, which plan is based on input from the Business Group agencies.</p> <p>8.1.2. Establishes a timeline for developing, transitioning data, training, and implementing the new websites, CMS, and CRM for activation by September 1, 2021.</p>
<p>8.2. Staff training. Training of business group staff for using the websites, CMS, CRM.</p>	<p>To begin by August 1, 2021 with initial training to conclude by September 30, 2021.</p>	<p>8.2.1. Training sessions that adequately train users to utilize the features of the websites, CRM, CMS.</p>
<p>8.3. Implementation of Website(s), CMS, and CRM. Activating the website(s), CMS, and CRM, including transition of all data and DNS pointers to the new site to be completed by this date.</p>	<p>12:01 a.m., September 1, 2021.</p>	<p>8.3.1. Websites are live and substantially completed per Scope of Services, including existing information transition from existing website(s); URL points end-users to the new website.</p> <p>8.3.2. CMS is live and substantially completed, allowing Business Group staff to edit websites.</p> <p>8.3.3. CRM is live and substantially completed, including transition data from existing CRM; allowing GFLCVB staff to utilize the system per Scope of Services.</p>
<p>8.4. Maintain consistent operations of the website(s), CMS, CRM. Ensure a secure, functioning, and effective user experience across all platforms.</p>	<p>Continuous, upon activation of website(s), CMS, CRM.</p>	<p>8.4.1. Website, CMS, CRM remain live, secure, functioning, and accessible to users.</p>
<p>8.5. Contact available 24/7 for emergency response to website(s), CMS, CRM failures.</p>	<p>Continuous, upon activation of website(s), CMS, CRM.</p>	<p>8.5.1. Telephone or other immediate contact method available and working to report system problems at any time.</p>
<p>8.6. Technical and training support. Technical</p>	<p>Technical support for new features or</p>	<p>8.6.1. Provide technical support during working hours to add new features not included in the Scope</p>

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Deliverable	Deadline	Acceptance Criteria
support, including programming new features not included in the Scope of Services and training provided via telephone, online chat, or video conference.	changes available within one (1) business day of request. Training support within one (1) business day of request.	of Services after the implementation of the website. 8.6.2. Provide training to staff within one (1) business day of requested date.
8.7. Annual content, search engine optimization, search engine marketing and online/social media marketing plan. Plan lays out timelines, purchases, and initiatives for the following fiscal year.	Annually by July 1.	8.7.1. Establishes a plan for addressing each component of the Services set forth in the Scope of Service as they pertain to content creation, search engine optimization, social media, and paid search advertising; which plan is based on input from the GFLCVB. 8.7.2. Establishes a timeline for work, purchases, and justifications to support the purpose of expending the resources.
8.8. Content creation. Develop content from plan, get approval, and post new content to website(s).	Ongoing and at least monthly, following activation of website, CMS, CRM.	8.8.1. List of proposed content, including intended location, post time, and draft content, provided to GFLCVB and approved by GFLCVB prior to implementation. 8.8.2. Content posted live and screenshot provided as proof of performance.
8.9. Social media. Develop content from plan, get approval, and deliver content to GFLCVB social media staff member.	Ongoing and at least monthly, following activation of website, CMS, CRM.	8.9.1. List of proposed content, including intended location, post time, and draft content, provided to GFLCVB and approved by GFLCVB prior to implementation. 8.9.2. Content posted live and screenshot provided as proof of performance.
8.10. Search engine optimization. Revise navigation, content layout, and other similar tasks to increase search engine ranking and quantity of website(s) visitors.	Ongoing and at least monthly, following activation of website(s), CMS, CRM.	8.10.1. List of proposed content, including intended location, post time, and draft content, provided to GFLCVB and approved by GFLCVB prior to implementation. 8.10.2. Content posted live and screenshot provided as proof of performance.

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Deliverable	Deadline	Acceptance Criteria
<p>8.11. Search engine marketing and online/social media marketing. Purchase, develop, and implement paid advertising on social media sites, search engines, and other online advertising opportunities.</p>	<p>Ongoing, following activation of website, CMS, CRM.</p>	<p>8.11.1. List of proposed content, including intended location, post time, and draft content, provided to GFLCVB and approved by GFLCVB prior to implementation.</p> <p>8.11.2. Content posted live and screenshot provided as proof of performance.</p>
<p>8.12. Provide records of any or all data stored on all or parts of the website(s), CMS, or CRM. For use in response to government records requests, or for using content in other platforms.</p>	<p>On demand and within seven (7) days of request, after website, CMS, CRM are live.</p>	<p>8.12.1. For Data for use in other software or locations: standard data export in excel spreadsheet, raw image, video, or other content files, SQL database or other database content file exports.</p> <p>8.12.2. For records requests this deliverable will be delivered in one of two primary formats:</p> <p>8.12.2.1. Screenshots or reproductions of website as they were in any state at a given time. (Typically used when a member of the public makes a public information request to see what content was on a website on a specific time/date.)</p> <p>8.12.2.2. Spreadsheet lists of data from website or CRM, for example a list of contacts stored in the system.</p>
<p>8.13. Redesign website(s) including visuals and structure. Refresh the look at feel of the website(s) to reflect new branding.</p>	<p>On demand, with a timeline of three (3) to six (6) months from initial request to complete development.</p>	<p>8.13.1. Existing website(s), CMS, and CRM remain functional throughout process. Transition to refreshed website(s) should be seamless and handled during a non-peak time.</p> <p>8.13.2. Establishes a plan for addressing each component of the website(s) refresh, which plan is based on input from the Business Group agencies.</p> <p>8.13.3. Establishes a timeline for developing, transitioning data, and implementing the refreshed website(s).</p> <p>8.13.4. Refreshed website(s) is designed and deployed.</p>

**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 to 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:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Price Score}} \times (\text{Maximum Number of Points for Price}) =$$
 - 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 points totals, five percent (5%) of the available evaluation criteria points (for example, five points of a total 100 points), shall be assigned to Locally Based Businesses as follows:

- a. The maximum points shall be awarded to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses; and
- b. For any other joint venture, points shall be awarded based upon the proportion of Locally Based Businesses' 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 **Local and/or Locally Based Business 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. **Location Tiebreaker 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.

- 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.

- 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.
- 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.
- 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:

- 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.
- 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
Website Design and Hosting Services for CVB, Airport, and Seaport

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. Vendors should organize their proposal in the same order as the **Evaluation Criteria Response Form**.

SECTION 1 – ADDITIONAL RESPONSIVENESS CRITERIA

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

1.1. Price:

1.1.1. Periscope SG2 Item Response Form:

- 1.1.1.1. Please refer to the Periscope SG2 **Item Response Form**. Pricing **must** be completed via Periscope SG2 **Item Response Form** and submitted at time of solicitation due date to be responsive to solicitation pricing requirements.
- 1.1.1.2. Vendors **must** submit pricing on the Periscope SG2 **Item Response Form**. It is the Vendor's sole responsibility to assure their pricing is submitted and received electronically through Periscope SG2 by the date and time specified in the solicitation. The County will not consider pricing received by other means. Pricing submitted electronically on the Periscope SG2 **Item Response Form** is a matter of **responsiveness**. Failure to complete and electronically submit pricing on the Periscope SG2 **Item Response Form** shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.
- 1.1.1.3. The total points awarded for price will be based on the Vendor's proposed not-to-exceed five (5) year contract amount submitted electronically on the Periscope SG2 **Item Response Form**.
- 1.1.1.4. Vendors are informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction from their proposed pricing. Vendors are provided advance disclosure of the County's intent to use payment terms which will ensure Vendor accountability, on a task-, sub task-, or deliverable- basis which may include hourly billing methods. Vendors are notified that payment terms may include retainage requirements. Deliverables will require acceptance by County prior to any contingent payment amounts.

1.1.2. Pricing Worksheet:

SPECIAL INSTRUCTIONS TO VENDORS

Website Design and Hosting Services for CVB, Airport, and Seaport

- 1.1.2.1. Vendor **must** submit their completed **Pricing Worksheet** electronically through Periscope SG2 by the date and time specified in the solicitation. This is a matter of **responsiveness**. Failure to complete and electronically submit the **Pricing Worksheet** shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.
- 1.1.2.2. **Download Instructions:**
 - 1.1.2.2.1. When viewing the Bid in Periscope SG2, select the “Documents” tab.
 - 1.1.2.2.2. Check the box next to “**Pricing Worksheet – GEN2120797P1.**”
 - 1.1.2.2.3. Select the download button next to “**Pricing Worksheet – GEN2120797P1.**”
 - 1.1.2.2.4. Save as a fillable form (e.g., Adobe Acrobat Document or Adobe PDF Files).
- 1.1.3. **Pricing Review (post end date and time specified in the solicitation):**
 - 1.1.3.1. If there is a discrepancy between the Periscope SG2 **Item Response Form** and the **Pricing Worksheet**, the Vendor shall be held to the price proposed per Periscope SG2 **Item Response Form**.
 - 1.1.3.1.1. If a discrepancy (per County or Vendor) between the Periscope SG2 **Item Response Form** and the **Pricing Worksheet** is identified and a Vendor requires a change to their Periscope SG2 **Item Response Form**, that Vendor shall be determined **nonresponsive** to the solicitation pricing requirements.
- 1.1.4. **Pricing Submission:** In submitting the Periscope SG2 **Item Response Form** and the **Pricing Worksheet**, the proposal **must** be completed in the following manner:
 - 1.1.4.1. If it is the intent of the Vendor to perform or provide any services or commodities at no cost to the County, then \$0.00 (zero) dollars **must** be referenced in the unit price field.
 - 1.1.4.2. Vendor’s proposed price should not be bundled or included in another line item unless specifically directed to do so.
 - 1.1.4.3. No field(s) shall be left blank on the Periscope SG2 **Item Response Form** and or the **Pricing Worksheet**.

SPECIAL INSTRUCTIONS TO VENDORS

Website Design and Hosting Services for CVB, Airport, and Seaport

- 1.1.4.4. No condition, caveat, or exception on price(s) shall be submitted.
 - 1.1.4.5. No tier pricing shall be submitted.
 - 1.1.4.6. **Non-adherence to the above may be cause for the County to deem your proposal nonresponsive.**
 - 1.1.4.7. **Please do not use “N/A”, “—” or any other symbols. It is the responsibility of the Vendor to ask questions or seek clarification regarding pricing prior to the Solicitation’s due date. The County will not seek clarification on pricing.**
- 1.2. **Domestic Partnership Act Requirement:** This solicitation requires that the Vendor comply with the Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors **must** follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

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 County Business Enterprise Goals: **25% CBE Goals**. Vendors **must** follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.
- 2.2. **Vendor Security Questionnaire:** This solicitation requires that the Vendor complete the **Vendor Security Questionnaire (VSQ)**. Vendors **must** follow the instructions included in the **VSQ** and submit as instructed.

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. Standard Technology Products Agreement:

- 3.1.1. **Terms and conditions:**
<https://www.broward.org/purchasing/documents/licensemaintenanceandsupportagreement.pdf>

SPECIAL INSTRUCTIONS TO VENDORS

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3.1.2. Exception(s) to any provision of the **Standard Technology Products Agreement** must be specifically identified and included in the **Agreement Exception Form**.

3.2. Services Level Agreement (SLA):

3.2.1. Terms and conditions:

<https://www.broward.org/purchasing/documents/GEN2120797P1%20-%20%20Website%20Design%20and%20Hosting%20Services%20for%20CVB%20Airport%20and%20Seaport.pdf>

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

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

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

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

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

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

SECTION 4 – DEMONSTRATIONS

4.1. Demonstrations apply to this solicitation. Please refer to the **Standard Instructions to Vendors, Section F** for additional information and requirements.

4.2. Vendors determined by the Evaluation Committee (during the **Initial Evaluation Meeting**) to be both responsive and responsible to the requirements of this solicitation will be required to demonstrate the nature of their solution. Please see the **Demonstration Script** (included hereto and made a part hereof) for the items required to be demonstrated.

4.3. The **Demonstration Meeting** will be comprised of a set period of time to demonstrate compliance with the **Demonstration Script** followed by an unlimited questions and answer period. The Evaluation Committee will determine the amount of time allowed for demonstrations (during the **Initial Evaluation Meeting**).

4.4. Detailed arrangements for the **Demonstration Meeting** are to be determined. Please refer to **Section 9 – Project Schedule (Special Instructions to Vendors)** for more information.

SPECIAL INSTRUCTIONS TO VENDORS
Website Design and Hosting Services for CVB, Airport, and Seaport

- 4.5. County will appoint a Technical Review Team (“TRT”) to view all Vendor demonstrations. The TRT will be comprised of County staff with specific experience in a portion of the **Scope of Services**. The TRT will review all Vendor demonstrations for compliance with the **Demonstration Script**. The Project Manager will compile the results of each Vendor’s demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the **Final Evaluation Meeting**.
- 4.6. The Evaluation Committee may prohibit Vendor(s) that fail to participate in the **Demonstration Meeting** from presenting at the **Final Evaluation Meeting** and continuing with the RFP process.
- 4.7. During the **Final Evaluation Meeting**, based on the TRT Report, the Evaluation Committee may seek clarification of each Vendor and or County staff. Scoring for the **Demonstration Script** is as set forth in the **Evaluation Criteria Response Form**. Each Vendor will be scored based on the TRT Report and corresponding clarification received.

SECTION 5 – PRESENTATIONS

- 5.1. Presentations apply to this solicitation. Please refer to the **Standard Instructions to Vendors, Section G** for additional information and requirements.
- 5.2. Vendors determined by the Evaluation Committee (during the **Initial Evaluation Meeting**) to be both responsive and responsible to the requirements of this solicitation, will be required to make an oral presentation to the Evaluation Committee at the **Final Evaluation Meeting**.
- 5.3. For meeting details, please refer to **Section 9 – Project Schedule (Special Instructions to Vendors)**.

SECTION 6 – PUBLIC ART AND DESIGN PROGRAM

- 6.1. The Public Art and Design Program is not applicable to this solicitation.

SECTION 7 – PROCUREMENT AUTHORITY

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

SECTION 8 – PROJECT FUNDING SOURCE

- 8.1. This project is funded in whole or in part by County Funds.

SECTION 9 – PROJECT SCHEDULE

9.1. Pre-Proposal Conference Meeting:

- 9.1.1. **Date:** (Purchasing to update post approval to advertise.)

SPECIAL INSTRUCTIONS TO VENDORS
Website Design and Hosting Services for CVB, Airport, and Seaport

- 9.1.2. **Location:** **(Purchasing to update post approval to advertise.)**
- 9.2. **Initial Shortlisting or Evaluation Meeting (Sunshine Meeting):** To Be Determined
- 9.3. **Demonstration Meeting:** To Be Determined
- 9.4. **Final Evaluation Meeting (Sunshine Meeting):** To Be Determined
- 9.5. Please check this website for any changes to the above tentative schedule for Sunshine Meetings: <http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>
- 9.6. **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 demonstrations and or 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:** Anthony Cordo, Senior Vice President of Administration
- 10.2. **Project Manager E-mail:** ACORDO@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 SG2; answers will be posted through Periscope SG2.

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. **Section C.1. – Vendor Questionnaire:** Vendor is required to submit detailed information on their firm. Please refer to the **Vendor Questionnaire Form** and submit as instructed. The completed **Vendor Questionnaire Form** should be returned with Vendor's submittal as a pdf fillable document (do not save as any other type of document), complete and upload form as the fillable pdf file.
- 12.2. **Section E.1. – Evaluation Criteria:** The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria Response Form**. The County reserves the right to obtain additional information from a Vendor.
- 12.3. **Section W.6. – Submittal Instructions:** Please refer to **Section 13 – Evaluation Criteria Response Form and Vendor Questionnaire Form (Special Instructions to Vendors)**.

SPECIAL INSTRUCTIONS TO VENDORS
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SECTION 13 – EVALUATION CRITERIA RESPONSE FORM AND VENDOR QUESTIONNAIRE FORM

Vendors should organize their proposal in the same order as the Evaluation Criteria Response Form. Vendor should complete the **Evaluation Criteria Response Form** and the **Vendor Questionnaire Form** with their response to each corresponding item. The completed forms should be returned with Vendor's submittal. If not provided with submittal, the Vendor **must** submit within three (3) business days of County's request. Failure to timely submit may affect Vendor's evaluation.

13.1. Download Instructions:

13.1.1. When viewing the Bid in Periscope SG2, select the "Documents" tab.

13.1.2. Check the box next to "Evaluation Criteria Response Form and Vendor Questionnaire Form – GEN2120797P1."

13.1.3. Select the download button next to "**Evaluation Criteria Response Form and Vendor Questionnaire Form – GEN2120797P1.**"

13.1.4. Save as a fillable form; example: Adobe Acrobat Document; Adobe PDF Files. Please do not save as any other type of document.

13.2. Step to Activate the Fillable Fields:

13.2.1. Vendor **must** check the box found on page 1 next to: "Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above."

13.3. Upload Instructions:

13.3.1. Please upload as a fillable PDF file.

13.3.2. Please do not apply any type of security, alter, or otherwise manipulate the document. Please do not print to PDF or scan the document before uploading to Periscope SG2.

Pricing Worksheet

Line	Description	UOM	Quantity	Amount
1	Vendor's proposed not-to-exceed price for the initial development inclusive of research, planning, design, up to three revisions of initial design, production, migration of existing data, integration of third-party applications, and deployment of live website, CMS, and CRM as detailed in the Scope of Services for GFLCVB.	Contract	1	
2	Vendor's proposed not-to-exceed five (5) year price for hosting services for the website, CMS, and CRM, inclusive of maintaining service uptime, updating software and servers to maintain a stable and secure service, and providing planning, management of the Scope of Services, at least two (online) meetings with client per month, and reports as detailed in the Scope of Services; all over Contract duration (5-years) for GFLCVB. (Vendor's pricing should account for the possibility of, without limitation, website traffic increase, enhanced content requirements, and additional users over the five (5) year period.)	Contract	1	
3	Vendor's proposed not-to-exceed five (5) year price for technical/training support for the website and programming hours for use in developing or changing the website, CMS, or CRM after the initial development; based on an estimate of 7,500 hours over Contract duration (5-years) for GFLCVB. (Maintaining functionality of the website, CMS, and CRM is expected as part of the monthly cost for hosting services. Calls or work related to service disruptions and or maintaining functionality will not be billed as part of the technical/training support or programming hours.)	Contract	1	
4	Vendor's proposed not-to-exceed five (5) year price for written content website creation including development and execution of strategy, content audit, and development; based on an estimate of 400,000 words over Contract duration (5 years) for GFLCVB.	Contract	1	
5	Vendor's proposed not-to-exceed five (5) year price for the development and execution of a search engine optimization plan that includes research, reorganizing content, changing navigation structures, and any other related efforts to increase the number of visitors to the website; based on an estimate of 3,000 hours over 5-years for GFLCVB.	Contract	1	
6	Vendor's proposed not-to-exceed five (5) year price for the development and execution of a search engine marketing and online/social media marketing plan (including research) that utilizes paid advertisements that appear on search engine results, within social media, and on targeted online locations to increase the number of visitors to the website; based on an estimate of 2,250 hours over Contract duration (5-years) for GFLCVB.	Contract	1	

Pricing Worksheet

Line	Description	UOM	Quantity	Amount
7	Vendor's proposed not-to-exceed five (5) year price for the written social media content creation and management including development and execution of a strategy, a social media calendar, and development of written content; based on an estimate of 12,000 posts over Contract duration (5-years) for GFLCVB.	Contract	1	
8	Optional Service: Vendor's proposed not-to-exceed price to plan and implement a one-time, complete redesign of the website including visuals and structure for GFLCVB.	Each	1	
9	Vendor's proposed not-to-exceed price for the initial development inclusive of research, planning, design, up to three revisions of initial design, production, migration of existing data, integration of third-party applications, and deployment of live website and CMS as detailed in the Scope of Services for Port.	Contract	1	
10	Vendor's proposed not-to-exceed five (5) year price for hosting services for the website, CMS, and CRM, inclusive of maintaining service uptime, updating software and servers to maintain a stable and secure service, and providing planning, management of the Scope of Services, at least two (online) meetings with client per month, and reports as detailed in the Scope of Services; all over Contract duration (5-years) for Port. (Vendor's pricing should account for the possibility of, without limitation, website traffic increase, enhanced content requirements, and additional users over the five (5) year period.)	Contract	1	
11	Vendor's proposed not-to-exceed five (5) year price for technical/training support for the website and programming hours for use in developing or changing the website or CMS after the initial development; based on an estimate of 1,250 hours over Contract duration (5-years) for Port. (Maintaining functionality of the website and CMS is expected as part of the monthly cost for hosting services. Calls or work related to service disruptions and or maintaining functionality will not be billed as part of the technical/training support or programming hours.)	Contract	1	
12	Optional Service: Vendor's proposed not-to-exceed price to plan and implement a one-time, complete redesign of the website including visuals and structure for Port.	Each	1	

Pricing Worksheet

Line	Description	UOM	Quantity	Amount
13	Vendor's proposed not-to-exceed price for the initial development inclusive of research, planning, design, up to three revisions of initial design, production, migration of existing data, integration of third-party applications, and deployment of live website and CMS as detailed in the Scope of Services for Aviation.	Contract	1	
14	Vendor's proposed not-to-exceed five (5) year price for hosting services for the website, CMS, and CRM, inclusive of maintaining service uptime, updating software and servers to maintain a stable and secure service, and providing planning, management of the Scope of Services, at least two (online) meetings with client per month, and reports as detailed in the Scope of Services; all over Contract duration (5-years) for Aviation. (Vendor's pricing should account for the possibility of, without limitation, website traffic increase, enhanced content requirements, and additional users over the five (5) year period.)	Contract	1	
15	Vendor's proposed not-to-exceed five (5) year price for technical/training support for the website and programming hours for use in developing or changing the website or CMS after the initial development; based on an estimate of 1,250 hours over Contract duration (5-years) for Aviation. (Maintaining functionality of the website and CMS is expected as part of the monthly cost for hosting services. Calls or work related to service disruptions and or maintaining functionality will not be billed as part of the technical/training support or programming hours.)	Contract	1	
16	Optional Service: Vendor's proposed not-to-exceed price to plan and implement a one-time, complete redesign of the website including visuals and structure for Aviation.	Each	1	
<p>VENDOR'S PROPOSED NOT-TO-EXCEED FIVE (5) YEAR CONTRACT AMOUNT (This amount should match the amount submitted on the BidSync Item Response Form. Please refer to Special Instructions to Vendors Section 1 for additional information.)</p>				

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Website, Content Management Solutions (“CMS”), and Customer Relationship Management (“CRM”): Design, Maintenance, Hosting and Optimization for Broward County Aviation, Port Everglades, and Greater Fort Lauderdale Convention & Visitors Bureau
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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.

Office of Economic and Small Business Requirements: CBE Goal Participation

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

so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

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

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

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

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO PERISCOPE SG2.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**)

The Supplemental Information should be uploaded to Periscope SG2 as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

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

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2120797P1 - Website Design and Hosting Services for CVB, Airport, and Seaport
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>Section 1 – Ability of Professional Personnel (Maximum Points 9)</p> <p>Please refer to questions 1.1-1.3.</p>	
<p>1.1. Describe the Vendor's ability to deploy websites that drive spending and visitation at destinations, airports, and/or ports.</p> <p>Point Value: 3</p>	

1.2. Describe Vendor's ability to increase unique visitation to a destination, airport, and/or port website.

Point Value: 3

1.3. Describe creative design capabilities.

Point Value: 3

<p style="text-align: center;">Section 2 – Project Approach (Maximum Points 27)</p> <p>Please refer to questions 2.1.-2.5.</p>	
<p>2.1. Describe the Vendor's approach to the creation of integrated websites, content management solutions (CMS), and customer relationship management (CRM) solutions. Include how the prime Vendor will use subconsultants in the project.</p> <p>Point Value: 3</p>	

2.2. Describe the Vendor's approach to the deployment of website content changes and the time needed to do so. What agencies (within the Hospitality, Airport, and Seaport industries) have you done so for? Describe the Vendor's approach to provide 24-hour, 7-day CMS support via phone and online chat service. Will the Vendor be available 24/7 to implement emergency content changes?

Point Value: 3

2.3. Describe the Vendor's approach to content creation, search engine optimization, and pay-per-click advertising. Using up to five (5) examples and numbers, describe how the Vendor's performance in these areas have increased traffic and sales to destinations, ports, and airports.

Point Value: 7

2.4. Using up to ten (10) examples, describe and or demonstrate how the Vendor's customer relationship management (CRM) solution is the most efficient and innovative in supporting the destination's efforts to sell to meeting planners, sports planners, tour operators, and media contacts. Your response and or demonstration should (at least) answer the following:

2.4.1. How does the CRM reduce staff time spent in the system through efficiency and best organizing data?

2.4.2. How does the system automate sales efforts where possible?

2.4.3. How does the system assist salespeople in routine sales efforts in a way that improves the salespersons ability to successfully complete a sale?

2.4.4. How does the system provide a simple to use and flexible mechanism for exporting reports based on the data points stored within the solution?

Point Value: 7

2.5. Describe how the Vendor's website, CRM, and CMS will minimize the use of Broward County staff time, particularly in the development process, but also in deployment and operation. Provide a projected level of effort expected from Broward County staff measured in number of staff needed, their area(s) of expertise, and the hours they will be expected to expend in:

2.5.1. Providing guidance, support, or input for the development of the Vendor's product.
"Development" being defined as the period from when a contract is signed and when the products go live in September 2021.

2.5.2. Providing guidance, support, or input to maintain the continued operating of the Vendor's product on an annual basis once it is live.

Point Value: 7

<p style="text-align: center;">Section 3 – Past Performance (Maximum Points 18)</p> <p>Please refer to questions 3.1.- 3.4.</p>	
<p>3.1. Describe the qualifications and relevant experience of the Vendor 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 if applicable. Describe Vendor's experience on project 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 (3) projects with references. 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. For Broward County contracts, the County will review performance evaluations in its database for Vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p>Point Value: 3</p>	

3.2. Using up to three (3) examples, describe experience in selling and marketing leisure and group destinations via a website. List active and completed destination customers and provide up to three (3) examples of the most recent work.

Point Value: 5

3.3. Using up to three (3) examples, describe experience promoting and communicating details for cargo, cruise, warehousing, and a foreign trade zone via a website. List active and completed seaport customers and provide up to three (3) examples of the most recent work.

Point Value: 5

3.4. Using up to three (3) examples, describe experience promoting and communicating details for passenger and cargo (international and domestic) via a website. List active and completed projects related to an airport and provide up to three (3) examples of the most recent work.

Point Value: 5

<p style="text-align: center;">Section 4 – Workload of the Firm (Maximum Points 2)</p> <p>Please refer to question 4.1.</p>	
<p>4.1. For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.</p> <p>Point Value: 2</p>	

<p style="text-align: center;">Section 5 – Location (Maximum Points 5)</p> <p>Please refer to question 5.1.</p>	
<p>5.1. Please refer to Local and/or Locally Based Business Preference Certification Form and Location Tie Breaker Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses.</p>	
<p style="text-align: center;">Section 6 – Pricing (Maximum Points 20)</p> <p>Please refer to question 6.1.</p>	
<p>6.1. Please refer to the Item Response Form in Periscope SG2.*</p> <p>* Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price / Proposer's Price) x 20 = Price Score</p> <p>Point Value: 20</p>	<p>Please submit price information into Periscope SG2.</p>
<p style="text-align: center;">Section 7 – Demonstrations (Maximum Points 19)</p> <p>Please refer to question 7.1.</p>	
<p>7.1. Scoring for this Section will be based on the TRT Report and corresponding clarification received. Please refer to the Special Instructions to Vendors, Section 4 – Demonstrations.</p> <p>Point Value: 19</p>	

Vendor Questionnaire Form

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

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

Solicitation Number :		GEN2120797P1
Title :		Website Design and Hosting Services for CVB, Airport, and Seaport
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	Corporation

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

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

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

VENDOR REFERENCE VERIFICATION FORM

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



Broward County Board of
County Commissioners

VENDOR REFERENCE VERIFICATION FORM

GEN2120797P1 – Website Design and Hosting Services for CVB, Airport, and Seaport				
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"/>
<small>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.</small>				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: <input type="checkbox"/> Email	Verified by:		Division:	
<input type="checkbox"/> Verbal			Date:	

DEMONSTRATION SCRIPT

Website Design and Hosting Services for CVB, Airport, and Seaport

Scope Section	Demonstration Items	Demonstrated		
	Website, CRM, CMS	Yes	No	Comments
General				
1.2.	Demonstrate ability to provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, speech, symbols, or simpler language.			
1.2.	Demonstrate ability to make all functionality available from a keyboard.			
1.2.	Demonstrate ability to resize text, except for captions and images of text, without assistive technology up to 200 percent without loss of content or functionality.			
1.6.	Demonstrate the ability to translate the website to any major language, including Portuguese, Spanish, Mandarin, French, Italian, and German.			
1.7.	Demonstrate the ability to archive and view archived pages with every revision (used for public records purposes).			
5.2.1.	Demonstrate a web-based Content Management System (CMS) that allows for users with no programming knowledge to add webpages.			
5.2.1.	Demonstrate a web-based Content Management System (CMS) that allows for users with no programming knowledge to edit a webpage in no more than ten steps.			
5.2.1.	Demonstrate a web-based Content Management System (CMS) that allows for users with no programming knowledge to edit the menu/navigation system on the website to add, move, or remove webpages.			

DEMONSTRATION SCRIPT

Website Design and Hosting Services for CVB, Airport, and Seaport

Scope Section	Demonstration Items	Demonstrated		
	Website, CRM, CMS	Yes	No	Comments
5.2.2.	Demonstrate a digital asset management system that allows images to be uploaded by staff with details including at least: name, date, photographer, location, comments.			
5.2.2.	Demonstrate a digital asset management system that includes a media asset library tool for providing images and videos upon media request. The system should allow staff to place a gallery of photos and videos on specific pages of the website for media like travel writers, bloggers, and more to view and request permission to download and use in their stories.			
5.2.7.	Demonstrate ability to integrate a hotel booking feature to any webpage.			
5.2.7.	Demonstrate ability to integrate user generated content; this includes displaying approved Twitter and Instagram posts based on filters of location or keywords.			
5.2.7.	Demonstrate ability to provide an email marketing software that integrates with the website.			
5.2.10.	Demonstrate a preview function (for use when editing webpages) that shows how the website appears across all devices and operating systems, including mobile and tablet, compatible with Android, Apple and Google.			
5.3.5.	Demonstrate that CMS integrates with CRM as it relates to partner listings, calendar of events, special offers, media assets and forms; should allow partners to login and edit their listings.			

DEMONSTRATION SCRIPT

Website Design and Hosting Services for CVB, Airport, and Seaport

Scope Section	Demonstration Items	Demonstrated		
	Website, CRM, CMS	Yes	No	Comments
5.3.10.	Demonstrate the ability for users to subscribe for email updates or to be added to various mailing lists via a webpage.			
5.3.12.	Demonstrate a trip planner/itinerary builder, including a shopping-cart style custom trip planner/itinerary builder database with the ability for users to customize their travel plans and return several times to the site to modify the plans.			
5.3.15.	Demonstrate built-in advanced search capabilities that search through the entire database and all content, provide anchors on the pages to target the search, and provide “did you mean...” functionality that provides alternate suggestions when the end-user misspells a search term(s).			
5.3.16.	Demonstrate a calendar of events with the ability: <ol style="list-style-type: none"> 1. For end-users to submit events for approval and publication. 2. Photos/videos on event pages. 3. For staff to add, update, and remove events. 4. To highlight featured events within Calendar of Event overview pages. 			
5.3.17.	Demonstrate ability to implement a blog function within the website.			
5.3.18.	Demonstrate the ability to activate microsites for various partners, meetings, one-day events or week-long festivals. The microsites should be searchable and incorporate information from all website elements			

DEMONSTRATION SCRIPT

Website Design and Hosting Services for CVB, Airport, and Seaport

Scope Section	Demonstration Items	Demonstrated		
	Website, CRM, CMS	Yes	No	Comments
	including the partner listings, calendar of events, mapping, packages and media assets.			
5.3.21.	Demonstrate ability to display reviews of attractions, hotels, and other venues from a third-party tool like Yelp or TripAdvisor.			
Third-party Integration				
5.2.8.	<p>Demonstrate ability to integrate with third-party applications via API or similar mechanism. For example, the third-party applications listed in the scope of work:</p> <ol style="list-style-type: none"> 1. SAAB PortCONTROL (also known as Kleinport) maritime enterprise software. 2. NorthSouth GIS LLC. 3. Broward GIS NOAA. 4. NOAA’s Tides and Currents data. 5. ParkAssist (parking availability in garages). 6. OAG Flightview (to support flight schedule integration). 7. Phunware or similar platform (to support FLL app). 8. Destination’s International Economic Impact Calculator. 9. Cvent. 			
CRM				
5.3.23.	Demonstrate the ability to create and share bid books used in bidding on new convention, sports, or other group events.			
5.3.24.	Demonstrate a meeting planner RFP tracking tool that allows the meeting planners to log in and review RFP responses.			

DEMONSTRATION SCRIPT

Website Design and Hosting Services for CVB, Airport, and Seaport

Scope Section	Demonstration Items	Demonstrated		
	Website, CRM, CMS	Yes	No	Comments
6.2.	Demonstrate a CRM that captures leads from convention and meeting planners via the integrated website and third-party Cvent.			
6.4.4.	Demonstrate a CRM that is available via the internet.			
6.4.5.	Demonstrate the ability to generate custom CRM reports, including the ability to show or not show and filter by, any content contained within the CRM. Demonstrate exporting those reports to Excel.			
6.4.6.	Demonstrate a “benefits summary” for industry partners to be able to view all the benefits each partner receives including number of leads, articles documented, listing and coupon hits, in-kind expenses and more.			
6.4.7.	Demonstrate an industry Partner-only password protected extranet where partners can update listings, add images, submit special offers, view and respond to leads from CVB staff, report occupancy, and view news and information.			
6.4.16.	Demonstrate event registration functionality with online registration portal.			
6.4.18.	Demonstrate a film permit management solution including permit application on website, processing permits by allowing staff to edit and import information into different permit templates based on municipality and, and ability to send permit form on to municipal partners.			

STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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

Cone of Silence Requirement Certification:

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

The Vendor hereby certifies that: (check each box)

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

Drug-Free Workplace Requirements Certification:

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

Broward County Board of
County Commissioners

- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

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

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

Vendor Name:

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

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

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

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

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

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

Authorized Signature/Name

Title

Vendor Name

Date



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):			
<p>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.</p>			
SECTION 1: SOFTWARE-AS-A-SERVICE (SaaS) / HOSTING / APPLICATION DEVELOPMENT / MANAGED AND PROFESSIONAL SERVICES			
No.	Area	Question	
		YES/NO	Vendor Response 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) ?	
<p>(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.)</p>			
<p>STOP: If you selected NO for Questions 1 through 4 above, PROCEED TO SECTION 2.</p>			
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			

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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))? Will the product or solution process or collect credit card information?	
11		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?	
12			
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.	

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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 outsourcing 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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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. whitelisted County IP addresses only)?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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)?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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 Confidential Data	Does software have upgrade cycles? Identify those cycles.		
26		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		Does software provide role-based access control?		
34		Is a service account required for this software?		
35	Roles and Responsibilities	If so, does the service account require admin rights?		
36		Does organization have any product pre-release security threat modeling in place (e.g., secure coding practice, security architecture review, penetration testing, etc.)?		
37	Product Security Development Lifecycle	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.		

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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:	

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:

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:

Broward County Board of
County Commissioners

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

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

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Yes No

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

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 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
- b. 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
- c. 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.

**Authorized
Signature/Name**

Title

Vendor Name

Date

LOCAL AND/OR LOCALLY BASED BUSINESS CERTIFICATION FORM

Subject to certain requirements, Section 1-74, et seq., Broward County Code of Ordinances, provides bidding preferences to Local Businesses and Locally Based Businesses.

To be eligible for the best and final offer ("BAFO") (Section 1-75(a)) or the BAFO tiebreaker (Section 1-75(c)), the Vendor **must** submit this fully completed form and its Broward County local business tax receipt at the same time it submits its bid or response to a procurement solicitation. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the BAFO tiebreaker.

For all other location preferences, the Vendor **should** submit this fully completed form and all Required Supporting Documentation (as indicated below) at the time Vendor submits its response to the procurement solicitation, and the Vendor **must** submit such form and documentation within three (3) business days after a written request from the County. A Vendor who fails to comply with this deadline will not be eligible for these other bidding preferences.

In accordance with Section 1-74, et seq., Broward County Code of Ordinances, the undersigned Vendor hereby certifies that (check the box for only one option below):

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

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

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

Option 3: The Vendor is a joint venture composed of one or more Local Businesses or one or more Locally Based Businesses. The Vendor attests that the proportion of equity interests in the joint venture owned by **Local Businesses** (each Local Business must comply with all of the requirements stated in Option 1 above) is _____% of the total equity interests in the joint venture. The Vendor attests that the proportion of equity interests in the joint venture owned by **Locally Based Businesses** (each Locally Based Business must comply with all of the requirements stated in Option 2 above) is _____% of the total equity interests in the joint venture.

Option 4: Vendor is not a Local Business or a Locally Based Business, as each is defined by Section 1-74, Broward County Code of Ordinances.

Required and Supporting Documentation (in addition to this form):

Option 1 or 2 (Local Business or Locally Based Business):

- 1. Broward County local business tax receipt
- 2. If Vendor is a wholly-owned subsidiary of any other entity, documentation identifying the vertical corporate organization of Vendor and name(s) of all parent entities.

Option 3 (Joint Venture composed of one or more Local Businesses or Locally Based Businesses):

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1. Broward County local business tax receipt(s) for applicable Local Business(es) or Locally Based Business(es)
2. Executed joint venture agreement, if any
3. If any of the Local Businesses or Locally Based Businesses that comprise the Vendor is a wholly-owned subsidiary of any other entity, documentation identifying the vertical corporate organization of such businesses and name(s) of all parent entities.

If requested by County:

1. Written proof of the Vendor's ownership or right to use the real property, at the Local Business Location as attested (applicable to all options)
2. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement (Option 3 only)
3. Additional documentation relating to the parent entities of any Local Business or Locally Based Business.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

Refer to Section 1-74 et seq., Broward County Code of Ordinances, for additional information regarding eligibility for local preference.

By submitting this form, the Vendor further attests as follows:

Vendor's Local Business Location Address (as defined in Section 1-74, Broward County Code of Ordinances):

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

Local Business Location

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code, Section 21.119. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

LOCATION TIE BREAKER FORM

Sections 21.31.c and 21.31.d of the Broward County Procurement Code provide certain tie breaker criteria, the first of which is based upon vendor location.

To be eligible for the location tiebreaker in Broward County Procurement Code Sections 21.31.c or 21.31.d, the Vendor **must** submit this fully completed form and its Broward County local business tax receipt at the same time it submits its bid or response to a procurement solicitation. Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

Tie Breaker: In accordance with Broward County Procurement Code, Sections 21.31.c and 21.31.d, the undersigned Vendor hereby certifies that (check the box for only one option below):

- The Vendor is a locally based business, as defined in Section 1-74 of the Broward County Code of Ordinances.
- The Vendor is a local business, as defined in Section 1-74 of the Broward County Code of Ordinances.
- The Vendor does not meet the location tie breaker requirements stated above.

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code, Section 21.119. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

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 separating 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 separating 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:

Broward County Board of
County Commissioners

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 **4. Subcontracted Firm's Name:**

 **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

1. SECURITY. Airport Security Program and Aviation Regulations.

Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

(b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant /subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate

Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

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

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

Security Requirements – Port Everglades

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



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

Broward County Board of
INSURANCE REQUIREMENTS

Project: Website Design and Hosting Services for CVB, Airport and Seaport
Agency: Greater Fort Lauderdale Convention and Visitors Bureau

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
			Each Occurrence	Aggregate	
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
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 Note: May be waived if no driving will be done in performance of services/project.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Note: May be used to supplement minimum liability coverage requirements.					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$3,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301



Risk Management Division

**Question and Answers for Bid #GEN2120797P1 - Website Design and Hosting Services for
CVB, Airport, and Seaport**

Overall Bid Questions

There are no questions associated with this bid.