

## **Solicitation TRN2121324P1**

### **CEI Services for Countywide Transit Infrastructure Improvement Program**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid TRN2121324P1

# CEI Services for Countywide Transit Infrastructure Improvement Program

Bid Number **TRN2121324P1**

Bid Title **CEI Services for Countywide Transit Infrastructure Improvement Program**

Bid Start Date **In Held**

Bid End Date **Nov 18, 2020 2:00:00 PM EST**

Question &  
Answer End Date **Nov 11, 2020 5:00:00 PM EST**

Bid Contact **Windelle Jean-Pierre**  
**Purchasing Agent**  
**Purchasing Division**  
**wjeanpierre@broward.org**

Bid Contact **Sonia Lovett**  
**Purchasing Manager**  
**Purchasing Division**  
**slovett@broward.org**

Contract Duration **3 years**

Contract Renewal **2 annual renewals**

Prices Good for **Not Applicable**

Bid Comments **Scope of Work:** The Broward County Transit Division (BCT) seeks a qualified Consulting Engineering and Inspection firm pursuant to CCNA to provide Construction Engineering and Inspection (CEI) Professional Services and Technical Support Services related to Improvements/Construction of Transit Infrastructures Countywide. **Refer to "Detailed Scope of Work" (Exhibit A).**

**Field Overhead Rates:** Field Overhead Rates may be negotiated to develop maximum billing rates as part of the Agreement.

**Goal Participation:** This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information.

**Florida Statute:** Pursuant to Section 287.055, Florida Statutes ("CCNA"), price will not be considered in the final evaluation and ranking of firms. Agreement is anticipated to be negotiated based on a maximum not-to-exceed, based on the County's best interest.

**License Requirement:** In order to be considered a responsive and responsible vendor for the Scope of Work set forth in this solicitation, the Vendor must possess the specified license at the time of submittal (Refer to Special Instructions for requirements).

**Conflict of Interest:** Conflicts cannot be identified without specific identified deliverable that will result in a subsequent scope of work. However, any consultant/subconsultant would need to adhere to any conflict provision as defined by Florida law, administrative code, and/or professional code of ethics. It is not anticipated that awarded prime or subconsultants would be precluded from other Broward County Transportation Department opportunities. Individual scenarios would be evaluated at the time of preparing prospective solicitations.

**Separation of Services:** The entity(ies) performing design and construction engineering and inspection services may not be the same entity for this Project.

**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.

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

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

### Item Response Form

Item **TRN2121324P1--01-01 - Construction Engineering and Inspection (CEI) Services**

Quantity **1 project**

Prices are not requested for this item.

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

Refer to scope of work for information.

N/A

Broward County FL 33301

**Qty 1**

#### Description

Construction Engineering and Inspection services and technical support services related to improvements/construction of Countywide Transit Bus Stop Infrastructures per Scope of Work.

Pursuant to Florida Statutes, Section 287.055, CCNA Act, Price will not be considered in the final evaluation and ranking of the firms. Agreement is anticipated to be negotiated based on a maximum not-to-exceed, based on the County's best interest.

SCOPE OF WORK - EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR SURTAX FUNDED  
COUNTYWIDE TRANSIT INFRASTRUCTURE IMPROVEMENTS PROGRAM  
BROWARD COUNTY

1.0 GENERAL DESCRIPTION

- 1.1 Broward County (County) seeks a qualified Consulting Engineering and Inspection (CEI) firm, pursuant to the Consultants' Competitive Negotiation Act (CCNA), to provide Construction Engineering and Inspection (CEI) professional services and technical support services for the Transportation Department (BCT) related to construction of countywide transit infrastructure improvements.
- 1.2 Work Authorizations will be executed by the County directing the firm to perform specific tasks outlined in a scope of work and detailing the terms of payment on an as-needed basis.

2.0 CEI SERVICES:

- 2.1 Construction Inspection: Provide services to monitor the construction contractor's on-site construction operations and to inspect all materials entering into the worksite as required to assure that the quality of workmanship and materials is such that the construction project shall be completed in conformity with the plans, specifications and other contract provisions. Keep detailed, accurate records of the construction contractor's daily operations and significant events that affect the work.
- 2.2 It is the County's intent to have a minimum of seventy-five (75) bus stop shelters constructed by others within every fiscal year, while also expanding the transit facilities to include building intermodal centers, transfer centers, maintenance complex, park and ride lots, and other transit infrastructure projects. Work assignments may involve oversight, and monitoring of multiple construction contracts, at multiple sites.
- 2.3 Maintain close coordination with the County and the construction contractor in order to minimize rescheduling of CEI activities due to construction delays or changes in scheduling of the construction contractor's activities.
- 2.4 Advise the Contract Administrator in writing, of any omissions, substitutions, defects, and deficiencies identified in the work of the construction contractor and the corrective action taken. CEI services performed shall, in no way, relieve the construction contractors of responsibility for the means and method and the satisfactory performance of the construction contracts.
- 2.5 Provide coordination of all activities, correspondence, reports, and other communications related to Consultant's responsibilities under this Agreement necessary for the County's Contract Administrator to carry out its responsibilities.
- 2.6 Quality Assurance: Oversee all testing of component materials and completed work items to ensure that the materials and workmanship incorporated in the construction project are in conformity with the plans, specifications and contract provisions.

- 2.7 Engineering Services: Perform all engineering services necessary to ensure proper coordination of the activities of all parties involved in accomplishing completion of the construction project. Maintain complete, accurate records of all activities and events relating to the construction project. Properly document all significant changes to the construction project. Provide interpretations of the plans, specifications and contract provisions. Make recommendations to County to resolve disputes which arise in relation to the construction contracts. Maintain an adequate level of oversight of the construction contractor's activities including but not limited to:
- 2.7.1 Attend all pre-construction conferences for the construction projects. Record significant information revealed and decisions made at these conferences and distribute copies of these minutes to the appropriate parties.
  - 2.7.2 Maintain a daily, complete, and accurate record of all activities and events relating to the construction project and a record of all work completed by the construction contractor, including quantities of pay items. Immediately report apparent significant changes in quantity, time, or cost as they are noted.
  - 2.7.3 Maintain a Construction Diary acceptable to the County's Contract Administrator.
  - 2.7.4 Maintain a log of all materials incorporated into the work with proper indication of the basis of acceptance of each shipment of material.
  - 2.7.5 Maintain records of all sampling and testing performed and analyze such records required to ascertain acceptability of materials and completed work items. The field reports for records of work and testing results shall be entered into the project files within forty-eight (48) hours.
  - 2.7.6 Properly document all significant changes to the construction project.
  - 2.7.7 Coordinate with County's Project Manager to provide to the Contractor interpretations of the plans, specifications, and contract provisions. Consulting the County's Project Manager when an interpretation involves complex issues or may have an impact on the cost of performing the work. Make recommendations to County to resolve disputes which arise in relation to the construction contracts
  - 2.7.8 Analyze problems that arise on the construction project and proposals submitted by the construction contractors and prepare and submit a recommendation to the Contract Administrator and/or County Project Manager.
  - 2.7.9 Analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the construction contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original construction contract.
  - 2.7.10 When it is determined that a modification to the original contract for the construction project is required due to a necessary change in the character of the work, prepare documentation for justification and submit for approval by the Contract Administrator in accordance with all applicable County requirements.

- 2.7.11 Monitor the construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the Contract Administrator immediately.
  - 2.7.12 Maintain awareness of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. Take note of and verify that any changes are properly carried through to construction and record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work.
  - 2.7.13 Provide coordination between the construction contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations.
  - 2.7.14 Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.
  - 2.7.15 When needed to prevent delays in the construction contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes and/or write communications.
  - 2.7.16 Prepare documentation and records in compliance with the Agreement, justifying all payments to the construction contractor utilizing in-place field measurements, spreadsheets, tracking logs, etc.
  - 2.7.17 Provide high resolution digital photos daily of each construction project site from various views, depicting construction project's progress for the duration of the contract.
- 2.8 Optional Additional Services:  
Provide additional effort necessary and related to the existing scope of work detailed above. Services performed under this task must be initiated by a separate written Work Authorization from the Contract Administrator.
- 3.0 PERSONNEL:
- 3.1 General Requirements:
    - 3.1.1 Provide a minimum of one (1) qualified CEI Inspector and one (1) qualified CEI Senior Inspector to effectively carry out the requirements under this scope and underlying Agreement.
    - 3.1.2 Assign or remove personnel within two weeks of receipt of written notification from the County.
- 4.0 Personnel Qualifications:
- 4.1 Provide competent personnel qualified by experience and education. Submit in writing to the Contract Administrator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education,

and experience. A request for personnel approval shall be submitted to the Contract Administrator at least two weeks prior to the date an individual is to report to work.

- 4.2 Before the project begins, all inspection staff shall have a working knowledge of the most recent Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, FDOT Design Standards, FDOT Index 600 Traffic Control through Work Zones and Broward County Minimum Standards for Construction. Inspection staff must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold.
  - 4.2.1 Inspection Staff must have experience and knowledge of the most recent Florida Building Codes, specifically Building, Plumbing, Mechanical and most recent National Electrical Code.
- 4.3 Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.
- 4.4 **CEI SENIOR INSPECTOR** – High school graduate or equivalent plus six (6) years of experience in construction inspection, four (4) years of which shall have been in roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures, or a Civil Engineering degree and two (2) years of road & bridge CEI experience with the ability to earn additional required qualifications within one year.
  - 4.4.1 **QUALIFICATIONS:**
    - 4.4.1.1 CTQP Concrete Field Technician Level I
    - 4.4.1.2 CTQP Asphalt Roadway Level I
    - 4.4.1.3 CTQP Asphalt Roadway Level II
    - 4.4.1.4 CTQP Earthwork Construction Inspection Level I
    - 4.4.1.5 CTQP Earthwork Construction Inspection Level II
    - 4.4.1.6 FDOT MOT Work zone Traffic control Intermediate Level
    - 4.4.1.7 CTQP Final Estimates Level I
    - 4.4.1.8 Licensed Building Code Inspector or equivalent experience
  - 4.4.2 Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, overseeing field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Contract Administrator.
- 4.5 **CEI INSPECTOR** - High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection.
  - 4.5.1 **QUALIFICATIONS:**
    - 4.5.1.1 CTQP Concrete Field Inspector Level I
    - 4.5.1.2 CTQP Asphalt Roadway Level I
    - 4.5.1.3 CTQP Earthwork Construction Inspection Level I
    - 4.5.1.4 FDOT MOT Work zone Traffic control Intermediate Level
    - 4.5.1.5 Building Code Inspection experience

- 4.6 Staffing: Adequately staff and maintain an appropriate level of staff after completion of construction to complete the final documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate contract has been paid off.
- 5.0 SEPARATION OF SERVICES:
- 5.1 The entity(ies) performing design and construction engineering and inspection services may not be the same entity for this Project.
- 6.0 PROJECT SCHEDULE:
- 6.1 Time for Performance: The work to be performed under this scope and underlying Agreement for CEI services shall be completed within 1095 calendar days with an optional 730 calendar days from the issuance of the Notice to Proceed.

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

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

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

### **A. Responsiveness Criteria:**

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

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

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

#### **1. Lobbyist Registration Requirement Certification**

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

#### **2. Addenda**

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

### **B. Responsibility Criteria:**

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

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

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

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

## 1. Litigation History

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

## 2. Financial Information

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
  - i. Balance sheets, income statements and annual reports; or
  - ii. Tax returns; or
  - iii. SEC filings.

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

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

### 3. Authority to Conduct Business in Florida

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

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

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities

related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

## 5. Insurance Requirements

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

## C. Additional Information and Certifications

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

### 1. Vendor Questionnaire

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

### 2. Standard Certifications

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

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

### 3. Subcontractors/Subconsultants/Suppliers Requirement

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

## D. Standard Agreement Language Requirements

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

the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

## **E. Evaluation Criteria**

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

## **F. Demonstrations**

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

## **G. Presentations**

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

## **H. Public Art and Design Program**

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

### **I. Committee Appointment**

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

### **J. Committee Questions, Request for Clarifications, Additional Information**

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

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

### **K. Vendor Questions**

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

### **L. Confidential Material/ Public Records and Exemptions**

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

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

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.

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

### **M. Copyrighted Materials**

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

### **N. State and Local Preferences**

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

### **O. Local Preference**

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**  
**Construction Engineering and Inspection (CEI) Services for Countywide Transit Infrastructure**  
**Improvement Program**

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

**A. Additional Responsiveness Criteria:**

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

1. Domestic Partnership Act Requirement

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

**B. Additional Responsibility Criteria:**

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

1. Office of Economic and Small Business Development Program

This solicitation has the following County Business Enterprise Goals: 30% 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. License Requirements:

Vendor should submit satisfactory proof of licensing with its submittal. If not provided with submittal, the Vendor must submit such proof within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible Vendor for the scope of work set forth in this solicitation, Vendor shall be required to possess the following license (including any specified State registration, if applicable) at the time of submittal. Any certificate of competency that meets or exceeds the licensing requirements specified herein, as determined in the sole and absolute discretion of the County, will be considered responsible and responsive to the licensing requirements of this solicitation.

- **State of Florida Registered Professional Engineer**

All work performed for this solicitation must be performed by a licensed consultant and licensed subcontractor.

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Joint Venture submittal requirements (If applicable):

A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess the following of the above

licenses (including any specified State registration, if applicable), qualifications, and certifications at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

If a Joint Venture is recommended for contract award, it must either 1) submit satisfactory proof that the Joint Venture holds the specified license (if applicable) or that a licensed contractor has qualified the Joint Venture, or 2) provide satisfactory proof it applied for the specified license (if applicable) or the licensee has applied to qualify the Joint Venture, within three business days of County's written request. The license or qualification, as applicable, in the name of the Joint Venture, must be effective prior to contract execution.

**3. Qualifications**

Prime Vendor and/or subconsultant should submit satisfactory proof of Qualifications, per Scope of Work Sections 4.4.1 and 4.5.1, with submittal. If not provided with submittal, the Vendor must submit such proof within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

4. Prime Vendor must possess a Maintenance of Traffic (MOT) Certification at the time of submittal. If not provided with the submittal, the Vendor must submit such proof within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

**C. Standard Agreement Language Requirements:**

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

<https://www.broward.org/purchasing/documents/3.%20Standard%20Consultant%20Agreement%20Form%20BCF%20202.pdf>

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

Additionally, refer to the "**Attachment Applicable to All Solicitations for Surtax-Funded Projects**" which includes additional requirements for surtax-funded projects.

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

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

Not applicable to this solicitation.

**G. Procurement Authority:**

Continuing Contract: Professional services needed for work of a specified nature, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA).

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

County Funds = Surtax Funding

**I. Projected Schedule:**

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **To Be Determined**

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

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

**J. Project Manager Information:**

Project Manager: Ralph Viola, Construction Project Manager, Broward County Transit Division

Email: [rviola@broward.org](mailto:rviola@broward.org)

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## Attachment Applicable to All Solicitations for Surtax-Funded Projects

1. The Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, is not an eligible expense under Section 212.055, Florida Statutes, and is not applicable to this project.
2. Additional agreement provisions:
  - a. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.
  - b. Funding provided by County to Contractor for Work that will be paid for with proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, is subject to both the appropriation and the availability of transportation surtax funds. The County shall not have any obligation to provide nor shall County provide any funding for such Work from County's general revenue or any other County source.

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

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

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

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

Title:   
E-mail:   
Telephone No.:

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

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

**Cone of Silence Requirement Certification:**

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

The Vendor hereby certifies that: (check each box)

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

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

- The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

**Drug-Free Workplace Requirements Certification:**

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

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

The Vendor hereby certifies that: (check box)

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

**Non-Collusion Certification:**

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

The Vendor hereby certifies that: (select one)

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

**Public Entities Crimes Certification:**

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

The Vendor hereby certifies that: (check box)

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

**Scrutinized Companies List Certification:**

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

The Vendor hereby certifies that: (check each box)

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

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

*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).

<b>Evaluation Criteria</b>		<b>Max Number of Points</b>
<b>Construction Engineering and Inspection Services (CEIs) - Surtax funded Countywide Transit Infrastructure Improvement Program</b>		
<b>1.</b>	<b>Ability of Professional Personnel: Max Total – 50 Points</b>	
	<p>A. Describe the qualifications and relevant experience of the Prime Vendor (Construction Engineering Inspectors, Principal In Charge, Senior Construction Inspector, and Construction Inspector) and include any additional key technical staff that are intended to be assigned to this project. Include resumes education and all applicable certificates of successfully completed training and accreditations required to perform Construction Engineering Inspector (CEI) services required in the “Scope of Work”.</p> <p><b><u>Principal In Charge:</u></b> State the level of education (which includes a professional engineering degree) and the amount of CEI experience.</p> <p><b><u>Senior Construction Inspector:</u></b> State the level of education and the amount of experience in construction inspection, roadway, commercial and industrial construction inspection, and bridge &amp; roadway.</p> <p><b><u>Construction Inspector:</u></b> State the level of education and the amount of experience in construction inspection and bridge &amp; roadway construction inspection experience.</p>	<p><b>12</b></p> <p><b>10</b></p> <p><b>3</b></p>
	<p>B. Provide Prime Vendor’s experience and knowledge of local Florida Building Code (FBC) – Plumbing (Emphasis on Chapters 2 through 6), FBC – Mechanical (Emphasis on Chapters 3 through 8) <a href="https://floridabuilding.org">https://floridabuilding.org</a>, National Electrical Code (Emphasis on Chapters 2 through 7), and Broward County Minimum Standards (Emphasis on Chapters 3 through 7, 9, 10, 13, 15, and 16) <a href="http://www.broward.org">http://www.broward.org</a> as it relates to the requirements of the Scope of Work.</p>	<b>10</b>
	<p>C. Describe the Prime Vendor’s and/or subconsultants’ s experience in Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) projects.</p>	<b>10</b>
	<p>D. Include the qualifications and relevant experience of all subconsultants’ key staff to be assigned to this project.</p>	<b>5</b>
<b>2.</b>	<b>Project Approach: Max Total – 20 Points</b>	
	<p>Describe the approach of the Team, which is inclusive of the Prime Vendor and the subconsultants, on County owned property and public right of way requirements of the scope of work and describe the Team’s related experience for the past five (5) years. Include how the Prime Vendor will utilize subconsultants on this project</p>	<b>20</b>

<b>Evaluation Criteria</b>		<b>Max Number of Points</b>
	throughout the entire project duration and specify the project management role all subconsultants will perform.	
<b>3.</b>	<b>Past Performance: Max Total – 15 Points</b>	
	<p>Describe the Prime Vendor’s experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years. Provide a minimum of three (3) projects with references.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to <b>Vendor Reference Verification Form</b> 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>	<b>15</b>
<b>4.</b>	<b>Workload of the Firm: Max Total – 5 Points</b>	
	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.	<b>5</b>
<b>5.</b>	<b>Willingness to Meet Time and Budget Requirements: Max Total – 2 Points</b>	
	This solicitation is for the award of a continuing contract. The specific projects requiring professional services under the agreement have not yet been identified. However, in general, explain your firm’s approach in meeting “project specific” time and budget requirements and indicate whether Vendor is committed to meet these requirements when identified under this agreement.	<b>2</b>
<b>6.</b>	<b>Location: Max Total – 5 Points</b>	
	Refer to Local and/or Locally Based Business Certification Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses.	<b>5</b>

<b>Evaluation Criteria</b>		<b>Max Number of Points</b>
<b>Construction Engineering and Inspection Services (CEIs) - Surtax funded Countywide Transit Infrastructure Improvement Program</b>		
<b>7.</b>	<b>Volume of Previous Work: Max Total - 3 Points</b>	
	<p>Refer to <b>Volume of Previous Work Attestation Form</b> and the <b>Volume of Previous Work Attestation Joint Venture Form</b> and submit as instructed.</p> <p>The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. 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. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Three points will be allocated to Vendors paid \$0 - \$3,000,000); 2 Points will be allocated to Vendors paid \$3,000,001 - \$7,500,000; 1 Point will be allocated to Vendors paid \$7,500,001 - \$10,000,000; 0 Points will be allocated to Vendors paid over \$10,000,000). Payments for prime Vendor will be verified by the Purchasing Division.</p>	<b>3</b>
	<b>Total Points</b>	<b>100</b>

### **Vendor Reference Verification Form**

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



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

TRN2121324P1, Construction Engineering Inspection Services for Transit Infrastructure Improvement Program

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

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

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

**Description of services provided by Vendor:**

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

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

- a. Responsive
- b. Accuracy
- c. Deliverables













2. Vendor's Organization:

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













3. Timeliness of:

- a. Project
- b. Deliverables









4. Project completed within budget





5. Cooperation with:

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













Additional Comments: (provide on additional sheet if needed)

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

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

**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:

**LITIGATION HISTORY FORM**

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

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

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

**Vendor Name:**

### 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):

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.

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

### 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**

**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:**

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

**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:

## 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.

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

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

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

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

 bold line seperating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line seperating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold

4. Subcontracted Firm's Name:

line separating 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**

**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:**

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

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for

the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.

5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
  6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
  7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
  8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
  9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
  10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
  11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
  12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
  13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.

- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

**Project: Construction Engineering and Inspection Services for Surtax Funded Countywide Transit Bus Stop Infrastructure Improvements Program**  
**Agency: Transportation Department**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises—Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input 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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$500,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$500,000</b>	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form:	<b>\$2,000,000</b>	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	<b>Completed Value</b>
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		

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

 cpounall@broward.org  
cn=cpounall@broward.org  
2020.03.05 14:48:17 -05'00'

Risk Management Division



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](http://www.broward.org)

## Question and Answers for Bid #TRN2121324P1 - CEI Services for Countywide Transit Infrastructure Improvement Program

### Overall Bid Questions

There are no questions associated with this bid.