

Solicitation PNC2120792P1

Consultant Services for Aviation Planning and Advisory Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid PNC2120792P1 Consultant Services for Aviation Planning and Advisory Services

Bid Number **PNC2120792P1**
Bid Title **Consultant Services for Aviation Planning and Advisory Services**

Bid Start Date **In Held**
Bid End Date **Dec 16, 2020 2:00:00 PM EST**
Question & Answer End Date **Dec 4, 2020 5:00:00 PM EST**

Bid Contact **Melissa Cuevas**
Purchasing Agent
Purchasing Division
mecuevas@broward.org

Bid Contact **Carolyn Messersmith**
cmessersmith@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**
Pre-Bid Conference **Dec 2, 2020 10:00:00 AM EST**
Attendance is optional
Location: An optional pre-proposal conference will be held at 10:00a.m. on Wednesday, September 30, by dialing the number (954) 453-1630, Conference ID #606949. Please do not put call on hold; mute phones during pre-proposal conference.

Bid Comments **Scope of Work: Broward County Aviation Department seeks to engage the services of up to three qualified firms to provide professional services and technical assistance through a multi-year agreement in Aviation planning and Advisory Services for the Fort Lauderdale-Hollywood International and North Perry Airports. This will include but is not limited to areas for:**

- 1. Airside Planning Support Services**
- 2. Landside and Facilities Planning Support Services**
- 3. Master Plan Implementation, Strategy Support, Program Management and Advisory Services**

The consultant may be required to provide aviation related training, on call or on-site support or assist the Aviation Department with other more general aviation planning issues. Vendors may be tasked with work from any of the three groups identified in the Scope of Work.

Goal Participation: This solicitation includes participation goals for certified Disadvantaged Business Enterprises (DBE). Refer to Special Instructions for additional information.

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

addenda). The County will respond to all questions via Bid Sync.

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 Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Item Response Form

Item **PNC2120792P1--01-01 - Consultant Services for Aviation Planning and Advisory Services**

Quantity **1 project**

Prices are not requested for this item.

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

AV0011
AVIATION DEPARTMENT
PLANNING & DEVELOPMENT DIV.
2200 SW 45TH STREET Suite 101
DANIA BEACH FL 33312

Qty 1

Description

Consultant Services for Aviation Planning and Advisory Services per Scope of Work.

Pricing is not applicable to this solicitation.

SCOPE OF WORK

Consultant Services for Aviation Planning and Advisory Services

Broward County Aviation Department seeks to engage the services of up to three qualified firms to provide professional services and technical assistance through a multi-year agreement in Aviation planning and Advisory Services for the Fort Lauderdale-Hollywood International and North Perry Airports.

There are three Groups of services that comprise the Scope of Work. Listed under these Groups are services that cover the anticipated professional airport planning consultant needs of the Broward County Aviation Department (BCAD).

In addition, consultants may be asked to provide aviation related training, on-call or on-site staff support, or assist BCAD with other more general urban planning issues that may impact the Airport but are not necessarily aviation specific. Therefore, Group 3 will cover the general airport planning support, planning studies and issues that encompass the Airport as a whole (airside and landside), finance and forecasting analysis as well as master plan implementation support needs of BCAD.

Vendors may be tasked with work from any of the three groups identified in the Scope of Work. No guarantee is expressed or implied as to work or the distribution of assignments which will be based on the best interest of the County.

Group 1: Airside Planning Support Services

Group 1 is intended to provide BCAD with planning support relative to the airside facilities and operations at Fort Lauderdale-Hollywood International Airport (FLL) and North Perry Airport (HWO). Included in the list of services below are items that will address existing and expected future conditions associated with the airfields at both airports. This includes studies that are principally focused on the runways, the airspace, the taxiway system, ramp areas (interface with the terminal complex), and aircraft holding areas. Additionally, dedicated extension of staff support may be provided as required by BCAD to evaluate and manage work efforts by others.

Services under this category may also be authorized in concert with other category tasks for combined efforts such as; physical and operational planning with financial feasibility analysis, simulation modeling services, and planning initiatives that need to be coordinated with ongoing and proposed airport projects. The Consultant may be asked to provide review services relative to existing analyses provided to BCAD by other consultants.

Airside planning support can entail a range of analyses aimed at meeting Federal, State and County regulatory requirements, and maintaining or improving the service provided to airport tenants and users. Planning studies can be focused on near, mid, or longer term needs. They can include evaluations of existing airport operations, assistance with the definition and evaluation of improvements to facilities and operating procedures, maintenance of operations, evaluation of tenant requests, assistance with requests from within various BCAD/County departments, maintenance, and coordination with Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), Florida Department of Economic Opportunity (DEO), and other agencies to respond to their requirements.

The scope of services listed below is not intended to be all inclusive of the work which may be performed. This generalized scope has been prepared so that responses will be written using a common base.

1. Airside facilities and operations planning and support

2. Airside simulations and support
3. Airspace planning and support
4. Construction phasing planning
5. Obstructions analysis including survey
6. Terminal Instrument Procedures (TERPS) and Part 77 Analysis
7. Threshold siting analysis
8. Analysis of actual flight track data
9. Preparation of airspace drawings
10. Independent review of FAA airspace determinations
11. Assessment of FAA Air Traffic Control procedures including changes to flight tracks, utilizations, new technology applications (Le. RNA V), Standard Operating Procedure (SOP) changes
12. Coordination with staff at the local FAA ATCT (Air Traffic Control Tower) and TRACON (Terminal Radar Approach Control) facilities
13. Coordination with stakeholders
14. Computer-Aided Design and Drafting (CADD)/Geographic Information System (GIS)
15. Land use planning
16. Utility infrastructure planning
17. Demand forecasting
18. LOI application support
19. Environmental permitting
20. Outreach program
21. Airfield signage and marking support
22. Taxiway and airfield nomenclature support
23. Sustainability initiative analysis and support
24. Airside Simulation Modeling Support
25. Simulation of Existing Conditions
26. Simulation of Alternatives
27. General Airside Simulation Modeling Support
28. Other services as determined by BCAD

Group 2: Landside & Facilities Planning Support Services

The landside and facilities planning support task will serve BCAD's needs relative to ground transportation and land use issues which can include Airport roadways, parking, rental cars, site analysis, public transportation studies, site planning, facilities studies and land use analysis.

Landside planning studies may involve analyzing current circulation issues, ways to manage/reduce congestion on existing roadways, utilization of parking facilities, as well as future needs.

Proposed near-term improvements to the airside and terminal complex may require modifications or improvements (physical or procedural) to the ground transportation system as well as analysis of the current facilities and infrastructure needs of the Airport. Long-term improvements proposed in the Master Plan may also necessitate further analysis of the ground transportation network and facilities/infrastructure requirements. Land use analysis may evaluate the highest and best use of property.

Facilities analysis will identify current and proposed facility needs. With airfield expansion, rehabilitation and repair, , and terminal improvements, BCAD will use the listed services to address any planning issues related to US-1, the 1-595 and 1-95 Corridors, Griffin Road, the FEC railroad, Perimeter Road, access to parking by passengers and employees, and Terminal 4 access issues. Landside studies may also be needed to plan for the transportation of cruise passenger traffic between the Airport and Port Everglades as well as multimodal transportation connectivity. Facilities planning, land use analysis and site planning and analysis may also be provided to determine the best use of land and determination of facility improvements.

Services may consist of providing support in the planning and implementation of landside improvements including ground transportation analyses, airport roads, curb optimization and analysis, parking, land use evaluation, rental car facilities and ground transportation centers.

Public, airport vehicle, and service access may be evaluated as a part of this effort. Physical, operational and financial aspects of the various issues will be addresses as requested. Services may include short-term and long-term development programs. Planning initiatives will be coordinated with ongoing and proposed airport projects.

Critical issues identified during the last Master Plan Update effort include near term evaluation of curb utilization, both in terms of physical layout and use, and in terms of airport policies regarding private vehicle use, commercial vehicle use, access to parking, and taxi/limo pools and queuing. Also, parking for employees, public, and staging of various support and courtesy vehicles require near-term analysis and long-term phasing of use to accommodate progress on various anticipated projects.

Additionally, services may include analysis and coordination with the adjacent transportation network of roadways, bike paths, waterways, and public transportation that may include future passenger rail service.

Group 2 also provides BCAD with planning support related to the passenger terminal complex at FLL. The components of the terminal complex include the terminal buildings and their internal functional components such as ticketing, security, baggage handling, hold rooms, concessions, etc.; the aircraft gates and how they interface with the airside system; and the terminals interface with the ground transportation system including curb frontage, parking and other connections to ground transportation. Terminal planning studies at FLL can include the development and evaluation of conceptual plans for existing and future terminal space, development of tenant/terminal design guidelines, analysis of passenger flows through the various functional areas, passenger level of service evaluations, development of future space requirements to support various functions, airline space optimization analysis, gate utilization analysis and maintenance of operations. These and other related issues may need to be analyzed in coordination of the ongoing Terminal 4 redevelopment and expansion, the proposed renovation/upgrade of Terminals 1-3, and other proposed master plan improvements. FLL will also need assistance with ad-hoc analyses that arise as a result of requests from airlines, Transportation Security Administration (TSA) or other terminal tenants regarding existing or future space needs.

Services may consist of providing support in the planning and implementation of terminal complex analyses, renovations, and development. Services are anticipated to include short, mid, and long-term development programs on single and/or multiple terminals. Functional areas of analysis may include ticketing, security, holdroom, baggage system, baggage claim, passenger support facilities, airline operations, airport operations, and concessions operations and configuration. Curbside configuration/utilization as well as apron analysis and gate utilization issues may also be addressed as a part of these services.

Planning initiatives will be coordinated with ongoing and proposed airport projects. The current Master Plan identifies a near/mid-term scenario which will require continued analysis of the existing terminals to maximize the life of these facilities to defer major capital expenses relative to terminal development. Related airside and landside development will be addressed in the evaluation, as well as gate utilization, terminal connectivity, international use, and coordination with current ongoing initiatives such as the in-line baggage system development. New technologies, including common use systems, will be integral to the evaluations undertaken in these analyses. Services provided in Group 2 include more specific terminal project definition analyses and documents beyond what is in a typical Master Plan document. The goal of the terminal project definition analysis is to provide the design and development direction necessary to proceed with final design and coordination throughout development stages.

The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base.

1. Terminal optimization analysis and planning
2. Cruise Ship Check-in Operational Analysis and planning
3. Gate Utilization Study
4. Terminal facilities requirements, including detailed facility space programs and space numbering
5. Advanced planning
6. Facility concept analysis
7. Conceptual terminal and concourse site plans
8. Terminal envelope interface with airside and landside facilities
9. Preferred concepts evaluation
10. Coordination with the airlines
11. Ticketing, security and baggage handling requirements
12. Gate and hold room layout
13. Gate, apron, and ramp layout including passenger boarding bridge requirements
14. Conceptual design of floor plans for terminal facilities
15. Interior layout, configuration, and passenger flow analyses
16. Special terminal security and concessions analyses
17. Federal Inspection Services (FIS) requirements, including U.S. Customs and
18. Immigration services
19. Concessions planning
20. Computer simulations of terminal passenger flows
21. Computer modeling of aircraft parking
22. Computer simulation of aircraft movements on the apron and taxi lanes
23. CADD support
24. Gate requirements modeling
25. Gate surface marking evaluation and support
26. Fuel hydrant placement evaluation and support
27. Loading bridge analyses
28. Jet blast analyses
29. Terminal Program Development
30. Terminal Project Definition
31. Terminal Design Guidelines
32. Tenant/Concession Design Guidelines
33. Green/LEED building analysis and support
34. Sustainability initiative analysis and support
35. Airport access, circulation and frontage roadway planning
36. Airport parking strategies
37. Automated people-mover needs assessment and demand forecasting
38. Busing analysis
39. Commercial vehicle policy and procedures
40. Commercial vehicle service contracting
41. Customer surveys
42. Dwell-time analysis
43. Ground Transportation Comprehensive Analysis
44. Multi-modal transportation facility planning, inter-agency coordination and support
45. Rental car facility analysis and planning
46. Roadway facility simulation and planning
47. Signage, marking, wayfinding, and signalization studies
48. Site development studies, including but not limited to Cargo, General Aviation, Administrative Offices, On-airport/Off-Airport and similar type of site plan and site specific studies.

49. Site Development/Land Development design guidelines
50. Space allocation of terminal curb fronts
51. Traffic data collection
52. Traffic demand forecasting and demand management planning
53. Traffic noise studies
54. Transportation project financing
55. Transportation systems management planning
56. Alignment studies
57. Contingency/backup planning including busing analysis
58. Environmental benefits assessment (i.e., emissions reductions, surface transportation\ congestion reductions, ground noise reductions)
59. Financial planning including Passenger Facility Charge (PFC) and multi-modal facility financing
60. Hotel siting analysis
61. Related support facilities analysis
62. Other services as determined by BCAD

Group 3: Master Plan Implementation, Strategy Support, Program Management and Advisory Services

The Consultant will provide assistance to BCAD with master plan implementation and program management services not already covered in other Groups, on-call/on-site staff support, finance and forecast analysis services, sustainability initiatives support, and potential for aviation related staff training. The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base.

Services may include, but are not limited to:

1. General site planning support
2. Manage and utilize resources across projects
3. Cost and Schedule Management
4. Special Systems Master Planning
5. Manage Stakeholder communications
6. Operational Readiness and Airport Transfer
7. Document Control and Project Controls Management
8. Environmental planning support
9. Development of Noise Contours
10. Cargo and land use planning support
11. General aviation planning support
12. On-Call and On-Site staff support
13. Security Master Planning
14. CADD/GIS support
15. Stakeholder coordination support
16. Strategic Assistance Supporting Airline Approvals
17. Support with integration of planning studies
18. Third party review
19. Assistance with integration of BCAD planning with Broward County planning studies, programs or initiatives
20. Program or Project management support with plan implementation and/or construction
21. Assistance in software development and application
22. Planning and development analysis and forecasts
23. Airfield and airspace issues
24. Passenger terminal development

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25. Parking, ground transportation and airport access roadways
26. Preparation and interpretation of industry survey responses
27. Environmental plans, including noise and environmental reviews and assessments
28. Specialized noise compatibility and alternatives analysis
29. Terminal project definition services
30. Landside project definition services
31. Conceptual designs and criteria development
32. Outreach program
33. Master signing plan
34. Early Master Plan Implementation projects
35. Concessions space planning and analysis
36. Curb frontage and access analysis
37. Design guidelines and standards
38. Level of service evaluations
39. Inter-agency coordination and compliance
40. Environmental permitting and compliance
41. Utility index, inventory and planning
42. Environmental Analysis, including National Environmental Policy Act (NEPA) and due diligence
43. Electronic Airport Layout Plan (ALP) update
44. Land Use and environmental planning and compliance, including noise
45. Analysis and planning for:
 - a) Airport access roads
 - b) Parking and ground transportation demand, efficiency and operations
 - c) Terminal and facilities development
 - d) Land use planning
46. Staff specialized training and support
47. Zoning analysis
48. Property acquisition analysis
49. Utility impacts/needs
50. Permitting
51. Facility relocation/site planning
52. Specialized staff training
53. Comparable facility analysis
54. Property Utilization Study (Highest and Best Use)
55. Sustainability initiative analysis and support
56. Finance and Forecast Analysis and support
57. Market assessments or studies including but not limited to Cargo, General Aviation, or International Traffic
58. Aviation demand forecast analysis
59. Gate utilization, analysis and forecast
60. Revenue enhancement analysis
61. Financial planning model support
62. Airline use and lease agreement planning assistance
63. Cost center planning and analysis
64. Financial Planning Traffic Forecast
65. Capital program (CIP) definition and decision support
66. Guidance on renewal and replacement reserves and funding levels
67. Capital project funding, including cash flow planning and funding source analysis
68. Analysis of rates and charges and ratemaking methodologies
69. Debt capacity and debt structure analysis
70. Bond Issue support including but not limited to ASR Bond issues
71. Review and interpretation of financial, legal and contractual documents
72. Preparation of benefit-cost analysis based on FAA's BCA guidance

73. Simulation modeling and other benefit assessments
74. Cost estimating
75. Federal grant assistance and strategy planning, including coordination with the FAA preparation of the Airport Capital Improvement Program (ACIP), for AIP Entitlement, Noise Discretionary, capacity discretionary and LOI grants
76. TSA grant assistance for security infrastructure improvements
77. State of Florida Department of Transportation (FOOT) grant assistance, including preparation of the Joint Airport Capital Improvement Program (JACIP)
78. PFC application support
79. PFC Noise Mitigation Bank strategy
80. Financial feasibility analysis (for both debt issuance and policy decision support)
81. Letter of Intent (LOI) applications
82. Operating and maintenance (O&M) expense analysis
83. "Life-cycle cost" analyses of planned facilities and renewal and replacement of existing assets
84. Grant writing
85. Airline approval support
86. Budget preparation and rate-setting
87. Economic impact study or analysis
88. Assistance with Noise Mitigation and related issues
89. Organization, management, and compensation studies, including salary surveys
90. Rental car business planning, including services related to development and implementation of a rental car concession business plan
91. Services related to development and implementation of a rental car operating and facility use plan
92. Rental Car financial analysis
93. Concessions financial analysis and lease\bid preparation
94. Surveys of financial and business practices, revenues, expenses, debt, rates, and other matters
95. Development of airline gate allocation assignment protocols
96. Parking rate evaluations and surveys
97. Assessment of new information technology tools and software
98. Assistance in evaluating and enhancing customer service levels
99. Temporarily assistance filling vacant staff positions
100. Other matters affecting airport-airline business relations
101. Other issues affecting long-term financial plans for airport development
102. Other business or financial planning issues
103. Other services as determined by BCAD

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

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

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

A. Responsiveness Criteria:

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

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

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

1. Lobbyist Registration Requirement Certification

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

2. Addenda

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

B. Responsibility Criteria:

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

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

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

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

1. **Litigation History**

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

- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. Financial Information

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

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

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

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

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

4. Affiliated Entities of the Principal(s)

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

5. Insurance Requirements

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

C. Additional Information and Certifications

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

1. Vendor Questionnaire

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

2. Standard Certifications

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

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

3. Subcontractors/Subconsultants/Suppliers Requirement

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

D. Standard Agreement Language Requirements

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

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.

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

F. Demonstrations

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

G. Presentations

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

H. Public Art and Design Program

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

I. Committee Appointment

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

J. Committee Questions, Request for Clarifications, Additional Information

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

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

K. Vendor Questions

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

L. Confidential Material/ Public Records and Exemptions

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

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

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

M. Copyrighted Materials

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

N. State and Local Preferences

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

O. Local Preference

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

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

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

If, upon the completion of final rankings (technical and price combined, if applicable) by the evaluation committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within

five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

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

P. Tiebreaker Criteria

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

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

Q. Posting of Solicitation Results and Recommendations

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

R. Review and Evaluation of Responses

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

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

S. Vendor Protest

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

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

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

If no contract proposal amount was submitted, the estimated contract amount shall be the County’s estimated contract price for the project. The County may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of Commissioners.

T. Right of Appeal

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

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

U. Rejection of Responses

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

V. Negotiations

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

W. Submittal Instructions:

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

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

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

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

Special Instructions to Vendors

Consultant Services for Aviation Planning and Advisory Services

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

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. Vendor's Opportunity List Requirement (Federal Funding)
Refer to **Vendor's Opportunity List Requirement Form** and submit as instructed.
2. Employment Eligibility Verification Program Requirement (State funding)
Refer to **Employment Eligibility Verification Program Requirement Form** and submit as instructed

B. Additional Responsibility Criteria:

1. Office of Economic and Small Business Development Program
This solicitation has the following Disadvantaged Business Enterprise Goals: 10% (DBE) Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

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>

Additionally, refer to the following applicable terms and conditions:

- Airport Additional Requirements
- Disadvantaged Business Enterprise
(both above files located at:
https://www.broward.org/Purchasing/Pages/StandardTerms_copy%281%29.aspx)
- **Enterprise Technology Services Security Requirements Exhibit – High Risk**
(attachment to solicitation)

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

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

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

F. Public Art and Design Program:

Not applicable to this solicitation.

03-17-2020

G. Procurement Authority:

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

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

Federal Aviation Administration (FAA)
Florida Department of Transportation (FDOT) |

I. Projected Schedule:

Initial Evaluation Meeting (Sunshine Meeting): **TBD**
Final Evaluation Meeting (Sunshine Meeting): **TBD**

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: Karen Friedman, AICP, Senior Planner
Email: kfriedman@broward.org

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

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	Aviation Planning and Advisory Consultant Services
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Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Security Requirements – Aviation Department

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

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

Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

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

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

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

Evaluation Criteria
Consultant Services for Aviation Planning and Advisory Service

1. Ability of Professional Personnel (Maximum Points 35):

- a) Describe the Consultant Team qualifications and relevant experience at commercial service airport systems and/or large hub airports. Include the Project Manager's experience and all key staff that are intended to be assigned to this Contract.

Points: 25

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

Points: 5

- c) Provide an Organizational Chart of the Firm's and Team's Key personnel showing roles or position titles, staff names and licenses, if any, area of expertise for the Project, years of experience, and lines of authority.

Points Value: 5

2. Project Approach (Maximum Points 20):

- a) Describe the prime Consultant's approach to the three groups identified in the Scope of Work. Include how the prime Consultant will use subconsultants in the project.

Points: 20

3. Past Performance (Maximum Points 45):

- a) Describe 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 years. Provide a minimum of three projects with references. Specifically identify projects that include: Airside Planning Support Services, Landside & Facilities Planning Support Services, and Master Plan Implementation, Strategy Support, Program Management and Advisory Services.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

Points: 15

- b) Describe prime Vendor's experience in the implementation of master plan projects including but not limited to the preparation of Program Definition Documents (or similar) and providing strategic advisory services.

Points: 15

- c) Describe the prime Vendor's knowledge and understanding of Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) standards and procedures related to Aviation, Airports, and the Scope of Work described in this Solicitation.

Points: 10

- d) Describe the Consultant team's experience related to airport planning projects communication with some or all of the following: citizens groups, stakeholders, airport tenants, local communities, local planning boards, and neighborhood groups.

Points: 5

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

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

5. Program Requirements for DBE participation:
 - a. For a firm's participation to be considered in meeting the DBE Goal, the firm must be certified as a DBE to perform the applicable work no later than the date your response to the solicitation is due to the Purchasing Division.
 - b. Additionally, a certified DBE firm may only participate in a contract if it is performing a commercially useful function. A certified DBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified DBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
6. DBE participation shall be counted in accordance with 49 CFR 26.55.
7. Nothing herein shall be construed to indicate that a higher level of certified DBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the DBE Goal or shown Good Faith Efforts, as determined by the County.
8. A comprehensive listing of certified DBE firms is published in the Florida Department of Transportation (FDOT) Business Directory and can be viewed at the following Unified Certification Program (UCP) website:
<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>.
9. For detailed information regarding the Disadvantaged Business Enterprise Program, please contact the Office of Economic and Small Business Development at (954) 357- 6400 or the website at:
<https://www.broward.org/EconDev/Pages/FederalCertificationPrograms.aspx#DBE>

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:

Broward County Board of
County Commissioners

Title:
E-mail:
Telephone No.:

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

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

Cone of Silence Requirement Certification:

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

The Vendor hereby certifies that: (check each box)

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

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

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

Drug-Free Workplace Requirements Certification:

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

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

The Vendor hereby certifies that: (check box)

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

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

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

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*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

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).

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:

PNC2120792P1 Consultant Services for Aviation Planning and Advisory Services

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: _____

LITIGATION HISTORY FORM

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

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

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

Vendor Name:

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:

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:

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

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

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

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

 bold line separating sections

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold line separating sections

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Broward County Board of
County Commissioners

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

 bold

4. Subcontracted Firm's Name:

line
seperating
sections

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

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:

Broward County Board of
 County Commissioners

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:

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

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

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**Authorized
Signature/Name**

Title

Vendor Name

Date

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
REQUIREMENT CERTIFICATION FORM**

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

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

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

AUTHORIZED SIGNATURE/ NAME

TITLE

COMPANY

DATE

VENDOR'S OPPORTUNITY LIST FORM

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

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

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

Prime Vendor Information

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

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

8. Contract Amount or Percentage
 (%): or (\$):

(Continued)

Subcontractor/Subconsultant Information

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

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

<p><input type="text"/></p> <p>3. Phone: <input type="text"/></p> <p>4. Address: <input type="text"/> <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: <input type="text"/></p> <p>(Please be specific in regard to the type of work).</p>	<p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million - less than \$5 million</p> <p><input type="checkbox"/> \$5 million - less than \$10 million</p> <p><input type="checkbox"/> \$10 million - less than \$20 million</p> <p><input type="checkbox"/> \$20 million - less than \$50 million</p> <p><input type="checkbox"/> \$50 million - less than \$100 million</p> <p><input type="checkbox"/> \$100 million - less than \$500 million</p> <p><input type="checkbox"/> \$500 million - less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p>	<p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B (Black American)</p> <p><input type="checkbox"/> H (Hispanic American)</p> <p><input type="checkbox"/> NA(Native American)</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other (i.e., not of any other group listed above)</p> <p>12. Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p>
<p>1. Federal Tax ID Number: <input type="text"/></p> <p>2. Firm Name: <input type="text"/></p> <p>3. Phone: <input type="text"/></p> <p>4. Address: <input type="text"/> <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: <input type="text"/></p> <p>(Please be specific in regard to the type of work).</p>	<p>9. Subcontract Amount/Percentage (%): <input type="text"/> or (\$): <input type="text"/></p> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million - less than \$5 million</p> <p><input type="checkbox"/> \$5 million - less than \$10 million</p> <p><input type="checkbox"/> \$10 million - less than \$20 million</p> <p><input type="checkbox"/> \$20 million - less than \$50 million</p> <p><input type="checkbox"/> \$50 million - less than \$100 million</p> <p><input type="checkbox"/> \$100 million - less than \$500 million</p> <p><input type="checkbox"/> \$500 million - less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p>	<p>11. Ethnic Categories</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B (Black American)</p> <p><input type="checkbox"/> H (Hispanic American)</p> <p><input type="checkbox"/> NA(Native American)</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other (i.e., not of any other group listed above)</p> <p>12. Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p>

Insurance Requirements for Aviation Planning and Advisory Consultant Services

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

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

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

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

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

Aviation Department
 Risk Insurance and Contracts Manager
 Date Issued 7/24/14



Finance and Administrative Services Department

PURCHASING DIVISION

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

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence; Right to Contact OESBD

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

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

Broward County Board of County Commissioners

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

www.broward.org

Question and Answers for Bid #PNC2120792P1 - Consultant Services for Aviation Planning and Advisory Services

Overall Bid Questions

There are no questions associated with this bid.