

## **Solicitation GEN2119058R1**

### **RFQ Two-Step - General Security Guard Services at Various County Facilities**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid GEN2119058R1

### RFQ Two-Step - General Security Guard Services at Various County Facilities

Bid Number	<b>GEN2119058R1</b>
Bid Title	<b>RFQ Two-Step - General Security Guard Services at Various County Facilities</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Jun 30, 2021 2:00:00 PM EDT</b>
Question & Answer End Date	<b>Jun 23, 2021 5:00:00 PM EDT</b>
Bid Contact	<b>Felicia McRae</b> <b>Purchasing Agent</b> <b>954-357-5859</b> <b>fmcrae@broward.org</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>120 days</b>
Pre-Bid Conference	<b>Jun 10, 2021 10:00:00 AM EDT</b> <b>Attendance is optional</b> <b>Location:</b> <b>Location: Virtual Skype Call: An optional conference call will be held at 10:00 am on June 10, 2021 by dialing the number (954) 453-1630, ID 320783#. Please do not put the call on hold; mute phones during pre-bid conference presentation.</b>
	<p><b>This information session presents an opportunity for vendors to clarify any concerns regarding the solicitation requirements. Note: There will not be a County staff led site visit. County Agencies, Libraries and Parks and Recreations site locations are open for inspection during normal business hours. Should any potential bidders wish to visit any public accessible locations all CDC guidelines and practices shall be adhered to for any Broward County facilities due to the COVID-19 pandemic including the privacy and security needs of certain facilities.</b></p> <p><b>If you require any auxiliary aids for communication, please call 954-357-6066 so that arrangements can be made in advance.</b></p>
Bid Comments	<b>Request for Qualifications (RFQ) - General Security Guard Services at Various County Facilities (Step One of a Two-Step Procurement)</b>  <b>Two-Step Procurement:</b> The County is utilizing a two-step solicitation process for this project. In response to this Request for Qualifications (RFQ), Step One consists of the submission of each Contractor's qualifications, experience of all qualified firms. In Step Two, the responsive and responsible qualified firms will be scored using the evaluation criteria and the top (3) scoring firms in each Group will move to Step Two and be asked to submit pricing.  <b>Procurement Process Step One:</b> Contractors will be evaluated for Responsiveness and Responsibility requirements. Firms determined by the Evaluation Committee (EC) to be both Responsive and Responsible for each group will be evaluated based on the requirements as set forth in the Evaluation Criteria. Those firms determined by the EC to be qualified, by group, will be shortlisted for participation with the top three (3) scoring firms in each Group asked to participate in Step Two of the procurement process (bid).  <b>Scope of Work -</b> Broward County seeks a contractor with demonstrated experience in delivering security guard services to commercial and or municipal government entities for a minimum of three (3) years to five (5) years within the last five years (see

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Group requirements below) and ability to provide weekly security guard services and patrol equipment for Group 1 (Facilities Management Division and Other Agencies), Group 2 (Libraries Division), and Group 3 (Parks and Recreation Division) per Broward County Security Guard Estimated Annual and Weekly Hours and Equipment Exhibits. Qualified Contractors must show demonstrated experience within the last five years of delivery of 6,250 weekly security guard hours for Group 1 for a five (5) year period, 1,000 weekly security guard hours for Group 2 for a three (3) year period, and 600 weekly security guard hours for Group 3 for a three (3) year period. In the event that subcontractors are needed to fulfill contract requirements, Qualified Contractors must show demonstrated experience in managing subcontractors for a period of three (3) years within the last five years. For Group 1, Contractor must have the ability to provide security officer services to approximately 10 different County agencies and to over 50 different County locations including but not limited to judicial complexes, courthouses, municipal buildings with heavy public traffic and public meetings, health treatment facilities with daily and/or overnight residents (i.e. routine health care, substance abuse treatment centers, etc), homeless shelters and animal control centers. Contractor must also provide patrol vehicles (electric golf carts) and as needed, bikes and patrol vehicles for roving patrols. For Groups 2 and 3, Contractor must have the ability to provide security office services to Libraries and Parks and Recreation facilities located throughout the County as well as provide patrol vehicles (electric golf carts, bikes and patrol vehicles), as needed. All services to be provided within Broward County.

This solicitation will be split into two steps. In Step One, the County will first evaluate Contractors by group (**Group 1** Facilities Management Division and Other Agencies, **Group 2** Library Division and **Group 3** Parks and Recreation Division) that are found to be both responsive and responsible to the requirements of this solicitation. Interested Contractors must submit their qualifications and all documentation requested and outlined in the specified section(s) of this solicitation. All responsive/responsible Contractors who submit proposals for multiple Groups will receive separate scoring for each Group. Contractors that are found to be both responsive and responsible and possessing the Qualified Contractor Requirements, will then be scored by the Evaluation Committee using the scoring criteria set forth in this solicitation. The top three (3) highest scored Contractors, in each group, that are found to be both responsive and responsible will move on to Step Two of the solicitation process.

In Step Two, the County will issue bids directly to those Contractors for pricing. Contractors recommended for award will be based on the lowest price offering. The County may award, as deemed in the best interest of the County, up three (3) separate contracts to three different Contractors (one contract for **Group 1**, one contract for **Group 2** and one contract for **Group 3**). Contractors may choose to submit for one, two or all groups under this solicitation. Contractors must clearly identify which group(s) they are submitting for so their qualifications can be properly considered and evaluated for each group. All responsive/responsible Contractors who submit proposals for multiple Groups will receive separate scoring for each Group. The groups will be awarded based on the lowest price offering per group. It is possible that a single Contractor may be awarded one, two or all groups under this solicitation provided they have the lowest price offering for Group 1, Group 2 and Group 3 respectively. The successful Contractor(s) will be recommended to the Board for the award provided all other terms and conditions contained in this solicitation are satisfied.

**OESBD Requirements:** This solicitation includes participation goals for Broward County certified County Business Enterprises (CBE). This solicitation contains a CBE goal of 25% for Group 1. Group 2 and Group 3 are reserved for Broward County Certified Business Enterprises (CBE) Reserve. CBE's and non-CBE's may respond to all Groups contained in this solicitation. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information pertaining to CBE Goals and CBE Reserves. Please refer to Section 1-81.3 of the Broward County Code or Ordinances for additional information and requirements pertaining to CBE Goals and Reserves.

**Workforce Investment Program (WIP):** WIP applies to this contract. For additional information, refer to Workforce Investment Program Requirements. Vendors MUST submit an affirmative response to be eligible for further evaluation in Step Two .

**This is a Living Wage Service Contract :** This is a Living Wage Service Contract. Refer to Special Instructions to Vendors for additional information on the Living Wage Ordinance Requirements. Refer to Living Wage Ordinance Requirements section for additional information. **Be advised, the health care benefit amount has increased which became effective January 1, 2021.**

**County/State License Requirements:** In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess specified license at the time of submittal (refer to the Scope of Work and Special Instructions to Vendors).

**Submittal Bond:** Vendor must submit an original Proposal Bond at time of solicitation due date in order to be responsive to solicitation requirements. Refer to Special Instructions; Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements (Two-Step), and Submittal Instructions (contained in Standard Instructions).

**Pre-Bid Conference Section:** Attendance for a Virtual pre-bid conference is optional. This information session presents an opportunity for vendors to clarify any concerns regarding the bid requirements. The vendor is cautioned that, although the pre-bid conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the vendor(s) to have attended the virtual conference. **Note: There will not be a County staff led site visit.** Should any potential bidders wish to visit any public accessible locations, all CDC guidelines and practices shall be adhered to for all Broward County facilities due to the COVID-19 pandemic including the privacy and security needs of certain facilities.

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

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

**Submittals:** Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope S2Gc, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

### Item Response Form

Item **GEN2119058R1-01-01 - Qualifications and Requirements**

Quantity **1 n/a**

Prices are not requested for this item.

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

Refer to Specifications and Requirements

N/A

N/A FL 33301

**Qty 1**

#### Description

In Step One, Price is not requested and will not be considered in the evaluation and short listing of the qualified firms. In Step two, the County will issue bids for pricing to the qualified shortlisted firms that advance from Step One of this solicitation.

## **SPECIFICATIONS AND REQUIREMENTS**

### **SCOPE OF SERVICES**

#### **GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITES**

##### **I. GENERAL:**

A. Broward County seeks Contractors with demonstrated experience in delivering security guard services to commercial and or municipal government entities with a minimum of three (3) to five (5) years of local and County government experience with ability to deliver weekly security officer guard services and patrol equipment to Broward County locations included in **Group 1** Facilities Management Division and Other Agencies, **Group 2** Library Division and **Group 3** Parks and Recreation Division as detailed below:

##### **Group 1 (Facilities Management Division and Other Agencies)**

- a) Security Officer Guard Hours
  - 1. Qualified Contractor must show demonstrated experience of delivery of a minimum of 6,250 weekly security guard hours for five (5) year period within last five years.
  - 2. Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 1 for estimated hours and equipment for the contract period.
- b) Patrol Equipment
  - 1. Qualified Contractor must be able to provide six (6) electric Security Cart/Vehicles at start of contract and four (4) additional electric golf carts upon 60 calendar day notice.
  - 2. Patrol Vehicles to be provided upon 30 calendar day notice and Patrol Bikes to be available upon 15 calendar day notice.
- c) Locations
  - 1. It is estimated that approximately ten (10) different Broward County User Agencies may utilize Group 1 services and that security officers will be needed at over fifty (50) different Broward locations – see Broward County Security Guard Locations for Group 1.
  - 2. Group 1 locations include judicial complexes, courthouses, municipal buildings with heavy public traffic and public meetings, health treatment facilities with daily and/or overnight residents (i.e. routine health care, substance abuse treatment centers, etc.), homeless shelters, and animal control centers.
  - 3. Group 1 locations include sites subject to Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Insurance Portability and Accountability Act (HIPAA) and Crisis Intervention Training (CIT) confidentiality standards and deployed staff must meet specific confidentiality training and certification standards - see General, Item H.

##### **Group 2 (Library Division)**

- a) Security Officer Guard Hours
  - 1. Qualified Contractor must show demonstrated experience of delivery of a minimum of 1,000 weekly security guard hours for three (3) year period within last five years.
  - 2. Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 2 for estimated hours and equipment for contract period.
- b) Patrol Equipment
  - 1. Qualified Contractor must be able to provide electric Security Cart/Vehicles upon 60 calendar day notice, Patrol Vehicles upon 30 calendar day notice and Patrol Bikes upon 15 calendar day notice.
- c) Locations

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1. Broward County has approximately 38 Libraries Division locations in Broward County – see Broward County Security Guard Locations for Group 2.

#### Group 3 (Parks and Recreation Division)

- a) Security Officer Guard Hours
  1. Qualified Contractor must show demonstrated experience of delivery of a minimum of 600 weekly security guard hours for \_three (3) year period within last five years.
  2. Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 3 for estimated hours and equipment for contract period.
- b) Patrol Equipment
  1. Qualified Contractor must be able to provide electric Security Cart/Vehicles upon 60 calendar day notice, Patrol Vehicles upon 30 calendar day notice and Patrol Bikes upon 15 calendar day notice.
- c) Locations
  1. Broward County has approximately 55 Parks and Recreation Division locations in Broward county – see Broward County Security Guard Locations for Group 3.

The County is utilizing a two-step solicitation process for this project. In response to this Request for Qualifications (RFQ), Step One consists of the submission of each Contractor's qualifications, experience of all qualified firms. In Step Two, the responsive and responsible qualified firms that also meet the required minimum score on the Evaluation Criteria or higher will be provided an Invitation for Bid for this procurement.

In Step One, Contractors will be evaluated for Responsiveness and Responsibility requirements. Firms determined by the Evaluation Committee (EC) to be both Responsive and Responsible for each group will be evaluated based on the requirements as set forth in the Evaluation Criteria. Those firms determined by the EC to be qualified, by group, will be shortlisted for participation with the top three (3) scoring firms in each Group asked to participate in Step Two of the procurement process (bid).

**Eligible Contractors MUST show evidence of delivering a minimum of three (3) to five (5) years demonstrated experience in delivering security guard services to commercial and or municipal government entities within the past five years AND demonstrated ability to deliver a minimum of 6,250 weekly security guard hours for a five (5) year period for Group 1 – Facilities Management Division and Other Agencies, deliver a minimum of 1,000 weekly security guard hours for a three (3) year period for Group 2 – Libraries Division, and deliver a minimum of 600 weekly security guard hours for Group 3 – Parks and Recreation Division. In the event that Contractor will utilize subcontractors to provide services for Group 1, 2, or 3, Contractor must provide demonstrated ability of having managed subcontractors for a period of three (3) years within the last five years.**

Interested Contactors must submit their qualifications and all documentation requested and outlined in the specified section(s) of this solicitation. Contractors that are found to be both responsive and responsible and possessing the Qualified Contractor Requirements, at time of submittal, will then be scored by the Evaluation Committee using the scoring criteria set forth in this solicitation. The top three (3) scoring firms in each category that meet the minimum

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scoring will then move on to Step Two of the solicitation process. In Step Two, the County will issue bids directly to the Contractors for pricing. Contractors recommended for award will be based on the lowest price offering. The County may award, as deemed in the best interest of the County, up three (3) separate contracts to three different Contractors (one contract for **Group 1**, one contract for **Group 2** and one contract for **Group 3**).

Contractors may choose to submit bids for one, two or all groups under this solicitation. Contractors must clearly identify which group(s) they are submitting for so their qualifications can be properly considered and evaluated for each group. All responsive/responsible Vendors who submit proposals for multiple Groups will receive separate scoring for each Group. Please review Responsiveness and Evaluation Criteria. The groups will be awarded based on the lowest price offering per group. It is possible that a single Contractor may be awarded one, two or all groups under this solicitation provided they have the lowest price offering for Group 1, Group 2 and Group 3 respectively and meet the requirements of each group. The successful Contractor(s) will be recommended to the Board for the award provided all other terms and conditions contained in this solicitation are satisfied.

The County and the Contractor recognize that all the requirements of the services contemplated herein cannot be determined with precision at the time of contract award. However, it is anticipated that the services will include, but not be limited to, to providing estimated security officer hours and equipment equal to or in excess of the estimated hours and equipment detailed in the Broward County Security Guard Annual and Weekly Hours & Equipment Exhibits for Group 1, 2, and 3 on a weekly basis to ensure the security of various types of facilities or buildings detailed in the Broward County Security Guard Locations for Groups 1, 2, and 3. County will need for Contractors to provide contingent services and conduct surge operations, if required on potentially short notice to provide additional site supervisors, project managers, armed and unarmed guards for new site locations, additional shifts, natural and man-made events/disasters, and heightened security threats. In addition, Contractors must be able to track billable hours for in-house and subcontractor staff, coordinate acceptance of purchase orders from multiple user agencies, facilitate weekly invoicing, and utilize tracking tools to follow-up on aging invoices.

Services will involve the use of Security Detection Equipment as is found in airports or courthouses, the use of computer to complete required reports using Microsoft Office applications and other security systems, as well as the operation of patrol vehicles (electronic golf carts) and bikes as detailed in these Specifications. It is understood that such matters as total number of guard hours required, scheduling, the advertising and announcing of available services and location of posts will have to be determined and/or adjusted from time to time as the needs of the County dictate. It is the intent and purpose to conduct the services in such a manner as to provide the most efficient operation of the County. All advertising by Contractor for potential employees for this contract shall be in accordance with the Workforce Investment Program Requirements.

Unit prices for Security Personnel offered are to include, but are not limited to, all labor, overhead, billing, insurance, travel time, travel expenses (mileage, fuel, per diem, parking, airfare, lodging, meals, etc.), required reporting, services, equipment, fuel/power, mobilization, demobilization, training, licensing, background checks, profit and materials necessary to complete work.

- B. Contractor must comply with the hours of coverage required, which may be up to twenty-four

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(24) hours per day. The County reserves the right to request any changes in the number of guards, number of guard hours of coverage and guard work locations that may be required by the Using Agency.

- C. Work schedules include shiftwork during a twenty-four (24) hour period, including weekends and public holidays, at the standard rate of pay set forth in the Contract. Schedule requirements for guards will be determined by the Using Agencies, in accordance with operational needs. User Agencies will schedule guards at a minimum of four (4) hour shifts. The Contractor is required to provide the guard schedules at the beginning of every pay period. Unless otherwise specified in instructions from any Using Agency, post coverage will be continuous for the required hours. Contractor will be responsible to provide and cover its employees' breaks, including lunches, rest periods, personal needs, etc. Accommodations or facilities for the above are not required to be provided by the County.
- D. Contractor is required to send security guards to a Using Agency that are qualified to provide the specific guard services required at the particular County site and that are physically capable of rendering such services under the conditions present at the particular County site. Contractor will only schedule guards to a maximum twelve (12) hour shift and for overnight shifts, a maximum of twelve (12) hours. COUNTY will not pay for shifts in excess of 12 hours.
- E. The County reserves the right to add, delete or make changes to any guard requirements, including hours of coverage, post location, numbers of posts, number of guards, Guard Class, etc. No guarantee as to the total amount of guard hours to be used by the County under this Contract is implied herein.
- F. If Contractor desires to remove any guard stationed at any County site, the Contractor shall give the Using Agency Representative at least 5 business days written notice of same, unless an emergency condition shall require shorter notice. If any employee stationed at any County site is terminated by Contractor, Contractor shall give the Contract Administrator and the Using Agency Representative twenty-four (24) hour written notice of such action. All County badges, equipment, etc. must be returned to the County within forty-eight (48) hours of employee's re-assignment not within a County facility or departure. The foregoing actions are required so that the County can remove such personnel from its computer and security systems in an expeditious manner.
- G. Upon written or verbal request of any Using Agency Representative or the Contract Administrator, the Contractor shall remove any security guard from a County site and reassign such guard or take other appropriate action. Such request may be made by the Contract Administrator or a Using Agency Representative for operational reasons, or because the appearance, demeanor, or conduct of such guard is unsatisfactory. County reserves the right to request a change in personnel without providing a specific reason. Contractor must inform the County within twenty-four (24) hours and return all County badges, equipment, etc. to the County within forty-eight hours of employee re-assignment or departure.
- H. **EMPLOYEES CONFIDENTIALITY TRAINING AND CERTIFICATIONS** All Contractor personnel providing service to locations subject to Joint Commission on Accreditation of Healthcare Organizations (JCAHO [https://www.jointcommission.org/accreditation-and-certification/state-recognition/#: Facet State=\[Florida\]](https://www.jointcommission.org/accreditation-and-certification/state-recognition/#:Facet_State=[Florida])), Health Insurance Portability and Accountability Act (HIPAA <https://www.hhs.gov/hipaa/index.html>) and Crisis Intervention Training (CIT <https://www.nami.org/Advocacy/Crisis-Intervention/Crisis-Intervention->

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[Team-\(CIT\)-Programs](#)) confidentiality standards must meet specific confidentiality training and certification standards. Completed test results shall be provided to the affected agencies at each location covered by these regulations. The Contractor employees providing service to these locations must have successfully met the requirements of this standard prior to working on the job. Initial copies of instructional and testing materials will be furnished to Contractor by affected agencies. The instruction, training and certificates and all costs shall be the responsibility of the Contractor. All training requirements must remain current and not be allowed to expire to work at the specific County locations.

#### **II. REQUIREMENTS OF THE CONTRACTOR:**

##### **THE CONTRACTOR:**

- A. Shall have all required licenses and/or permits required by County, local, state and federal agencies as applicable to private security agency work, including those required by Section 493, Florida Statutes as amended from time to time.
  1. State of Florida Security Agency License Requirements
    - a. Security Agency (Main Office) - Class "B" License
    - b. Security Agency (Branch Office) of Class "B" agency – Class "BB" License
- B. Shall have available qualified, competent, experienced management staff with active knowledge of contract specifications during the hours that service is being provided who shall have the overall responsibility for supervising security services to be provided under this Agreement. Such management shall be authorized to represent and act for the Contractor; meet with the Contract Administrator and the Using Agency Representatives to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract. A list of names and schedule of this staff, including all applicable telephone numbers for emergency notifications, will be provided to the Contract Administrator prior to the award of this contract.
- C. Shall ensure that guards are prompt and that posts are covered at all times.
- D. Shall provide and post the guard work-shift schedule. The Contractor is required to provide the guard schedules at the beginning of every pay period.
- E. Shall maintain applicable post orders and logbooks on-site at each location and ensure that all personnel adhere to post order requirements. Logbooks shall be used to record pertinent daily information should be kept at each post.
- F. Shall maintain a supply of Working Materials per Section VIII Contractor Furnished Items as well as blank forms used to record events that require further action and information that needs to be brought to the attention of the County on-site at each location.
- G. Shall be provided with all post orders, security logs and other documentation by the Contract Administrator or Using Agency, as requested.
- H. Shall be provided with a current and approved Broward County Security I.D./Access Badge with security guard's photo on it for all personnel which includes necessary proximity access to assigned Broward County service locations. Approved Broward County Security I.D./Access Badge must remain current and notification must be provided within twenty-four (24) hour notice if lost or stolen.

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- I. Shall ensure that all personnel will wear an approved Broward County Security I.D./Access Badge conspicuously and that Personnel will not share or provide an approved Broward County Security I.D./Access Badge to another employee or individual for any reason
- J. Shall ensure that Contractor's employees are provided with personal protection equipment (PPE) for services provided under the contract as required by the Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) standards.
- K. Shall ensure that all equipment utilized in the Contract shall be in proper working condition and all operators shall be trained and experienced in the proper use of such equipment, in compliance with OSHA standards. Contractor is responsible for transporting such equipment at no expense to the County, without delay, and within the required response time, causing no delay in services.
- L. Shall ensure that Contractor's employees will abide by all rules and regulations as set forth by the Using Agencies.
- M. Shall ensure that Contractor's employees will use biometric timeclocks in locations where available.
- N. Shall ensure that Contractor's employees utilize a web-based application to electronically track locations/doors/building entrances with security tags to complete required patrols and a computer to complete required reports where available
- O. Shall ensure that Contractor's employees can use a computer and Microsoft applications to complete required and written reports and to send and receive reports and messages electronically via email or web-based application where available
- P. Shall ensure that ALL Site Supervisors have a State of Florida Class "D" License for a minimum of two years.
- Q. Shall ensure that Site Supervisors assist with operational needs (fill in for Class II or Class III Officers) as needed.
- R. Shall ensure that Project Managers assist with operational needs (fill in for Site Supervisors, Class II, or Class III Officers) as needed.
- S. Shall be responsible for behavior, appearance, conduct and supervision of all personnel concerned with the operation of the security services provided to County pursuant to this Contract. All such personnel under the responsibility of the Contractor will be required to deport themselves in a respectable manner, to behave in a manner suitable for a public servant, and to be polite, courteous, cooperative and pleasant in the conduct of their duties.
- T. Shall be responsible for providing to the Contract Administrator and the Using Agencies, 30 days prior to expiration, a summary of expiration dates for certifications, training requirements, driver's license renewal and Broward County Security I.D./Access Badges.
- U. Shall make available to the Contract Administrator and the Using Agencies, within seven (7) calendar days upon contract award and new employee hire and upon request, on an ongoing basis throughout the term of this contract, the complete personnel file of each employee to be

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assigned to work under this contract. The personnel file shall contain copies of, but not limited to, the following documents:

Any polygraph reports, medical examinations, training test results and certifications, proof of education, firearm licenses, state guard service licenses, employment application, and driver's license number and expiration date and National Criminal Background Check including history search with results and date of results.

- V. At its expense, shall make random and routine checks by its management staff of all on-duty personnel for proper performance of duty. However, the County reserves the right to establish specific schedule, at no additional cost to the County, if these checks prove insufficient and inadequate. All checks will be logged with appropriate remarks. Such inspections shall be no less than once weekly and a copy of all reports shall be provided to the Contract Administrator, and the applicable using Agency Representative, within one week of such inspection.
- W. Must inform COUNTY within 24 hours of employee departure, termination, re-assignment, or criminal activity
- X. Must confiscate any County-issued identification cards, and any other County property immediately, and return the same to the County within forty-eight hours (48) of departure, termination, re-assignment or criminal activity any employee assigned to any County site pursuant to this contract.
- Y. At its expense, after award and notification by the County, shall have a **30 calendar day** transition plan **which shall include shadow training with the current Contractor to ensure detailed knowledge of assigned posts** to assume security service responsibilities from the incumbent firm.

### III. **EMPLOYEE SPECIFICATION:**

#### A. **GENERAL:**

1. The type of work involved is independent, requiring considerable public contact. Work requires the application of independent judgment and the interpretation of established policies and procedures. Work is performed within general guidelines and is reviewed for compliance with desired results.

#### B. **KNOWLEDGE, ABILITIES AND SKILLS:** All employees assigned to the County under this contract must meet the following criteria:

1. Ability to establish and maintain effective working relationships with the general public and other employees.
2. Ability to maintain clerical records and prepare written reports using computer software such as Microsoft Office applications as required.
3. Ability to use a web-based application to electronically track locations/doors/building entrances with security tags as required.
4. Ability to use biometric timeclock in locations where required.
5. Ability to work effectively and efficiently without direct supervision.
6. Ability to detect and report unsafe conditions.

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7. To be polite, courteous and cooperative at all times, especially during times of stress.

#### **C. QUALIFICATIONS:**

All employees assigned to County under this contract must satisfy the following criteria:

1. Must be in possession of all licenses and/or permits required by all County, local, state and federal agencies as applicable to the position, including those required by Section 493, Florida Statutes as amended from time to time. All licenses must be current.
2. All employees must be in possession of a valid Florida Operator's Driver's License. Contractor is required to maintain a record on each employee's personnel file which shows driving license number and expiration date. Contractor is required to ensure that licenses remain current.
3. Personal cleanliness is mandatory.
4. Guards in all classifications must be at least 18 years of age, have a high school diploma or a G.E.D., or the higher education required by Section 9 for the particular position. They must be able to successfully pass, a medical examination which includes a drug screening (after having been offered **employment by the contractor**) and **shall receive training from the contractor** and a National Criminal Background check and any other background check required by the Using Agency or the Federal Aviation Administration. A copy of the National Criminal Background Check including history search with the results and date of results shall be provided to the Contract Administrator prior to the issuance of a Broward County Security I.D./Access Badge.
5. **State of Florida Guard License Requirements:**
  - a. Classifications II and III: Florida State Guard License "D";
  - b. Classification III: Florida State Gun License "G". (if required for a particular post)
  - c. Site Supervisor: Florida State License "D" for a minimum of two years
  - d. Project Manager: Florida State License "MB" License or Class "D" License for a minimum of two years
6. All classifications must be able to read, write, speak, understand and be understood in English. Oral command of English must be sufficient to permit understandable communication, even in time of stress.
7. All classifications must complete the following required trainings within 45 days of contract award and maintain current certifications throughout the contract duration.
  - a. FEMA Active Shooter –  
(<https://training.fema.gov/is/courseoverview.aspx?code=IS-907>)
  - b. AED/CPR Certification - Contractor to provide training to staff
  - c. Magnetometer Screening - Contractor to provide training to staff
  - d. Phishing Training – required only for Contractor staff accessing the Broward County computer system <http://bc-net/Learning/eLearning/Pages/default.aspx>
  - e. Cyber Security Awareness – required only for Contractor staff accessing the Broward County computer system <http://bc-net/Learning/eLearning/Pages/default.aspx>
  - f. Bayside Training (BARC Facilities Only) – County to provide training links
  - g. Accommodations to the Using Agencies Operational and Facilities Policies for Disabled Persons" as approved by the Disability Affairs Section of the County's Office of Equal Opportunity access to training to be provided by Broward County

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8. If requested by the Using Agency, guards must be reviewed and/or interviewed and receive approval by Using Agency Representative before acceptance for the assignment.
9. Specific Specifications per Class as follows.

- a. **CLASS II** This is the intermediate classification of security officer. This classification may be used in sensitive and high visibility areas.

The individual must meet one or more of the following criteria:

1. If there is military experience from any branch of the Armed Forces, there must be an honorable discharge documented on a DD214 form, unless still active.

In addition, the individual must meet all of the following minimum criteria:

2. Professional appearance and demeanor.
3. At least 18 years of age.
4. Successful Completion of Background Investigation, as set forth in the Bid Documents, and including any additional requirements of any Using Agency or the FAA.
5. An active State of Florida Class "D" Security Officer License.
6. Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.

- b. **CLASS III** This is the highest classification of security officer. This classification may be armed or unarmed and may be used in sensitive and high visibility areas for Agencies and other specialized locations requiring this type of background and experience.

The individual must meet all the following minimum criteria:

1. Have a minimum of one (1) year security guard experience'
2. Professional appearance and demeanor.
3. At least 18 years of age.
4. Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
5. An active State of Florida Class "D" Security Officer License
6. For armed duty, an active State of Florida Class "G" Statewide Firearm License
7. Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
8. Have gone through two (2) 4-hour fire arms recertification firearms training in two consecutive years.

- c. **SITE SUPERVISOR:** This position may be needed at certain County sites as determined by the applicable Using Agency Representative.

The individual must meet all of the following minimum criteria:

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1. Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
  2. Possess ability to utilize computer and applications to provide County with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
  3. Have a minimum of two (2) year experience as a security guard supervisor within either civilian law enforcement, military, or with a certified security firm.
  4. Professional appearance and demeanor.
  5. At least 21 years of age.
  6. Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
  7. An active State of Florida Class "D" Security Officer License for a minimum of two years
  8. Have attended the 40-hour training class described in the Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
- d. **PROJECT MANAGER:** This is a critical position that will serve as single point of contact for Broward County Courthouse facilities.

The individual must meet all of the following minimum criteria:

1. Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
  2. Possess ability to utilize computer and applications to provide COUNTY with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
  3. Have a minimum of three (3) years' experience as a security guard project manager within either civilian law enforcement, military, or with a certified security firm.
  4. Professional appearance and demeanor.
  5. At least 21 years of age.
  6. Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any Using Agency or the FAA.
  7. An active State of Florida Class "MB" Security Agency Manager License or Class "D" Security Officer License for a minimum of two years.
  8. Have attended the 40-hour training class described in the Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
- D. **ELIGIBILITY CRITERIA:** All security personnel employed by the Contractor under this contract are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section unless

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specifically and individually waived in writing by the Contract Administrator. **The final decision as to the eligibility or suitability of security personnel for employment rests with the Contract Administrator.**

1. May not be employed under this contract if they currently or have in the past been involved in:
  - a. Any felony or sex conviction.
  - b. Military conduct resulting in dishonorable or undesirable discharge.
2. Must successfully complete a medical examination, to be conducted at Contractor's expense, prior to duty assignment or when required for reasonable cause by County. Results are required as follows:
  - a. Must be able to safely perform the duty assignment without posing a direct threat to the health or safety of others.
  - b. Binocular vision, correctable to 20/20 (Snellen).
  - c. Ability to distinguish basic as well as shades of color in both normal and peripheral vision, where required by the essential duties of the position.
  - d. Able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet, without the use of a hearing aid, where required by the essential duties of the position.
  - e. Pass a urinalysis test showing freedom from illegal drug use and from illegal use of prescription drugs.

#### **E. SECURITY GUARD TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Reports to work on time and holds over on assigned duties until relieved as required.
2. Maintains a professional personal and uniform appearance at all times; is courteous to the public and county personnel at all times.
3. Covers an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
4. Intervenes to terminate injurious acts **and** may **only** attempt to detain individuals **as a last resort**. However, call 9-911 for local law enforcement to arrive.
5. Communicates effectively with the public and County personnel; directs visitors to personnel and services within the facility.
6. Visually screens and prepares written record of contents of packages/parcels being carried in and out of the facility to secure against theft; ensures that transmittal forms accompanying materials being removed from the facility contain a necessary authorizing signature.
7. Conducts internal and external patrols, conducts radio checks hourly while on patrol as well as during patrols and at fixed points or locations, and uses web-based application to electronically record security logs at various locations/doors/building entrances.
8. Raises and lowers flags at designated times.

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9. Verifies the security of safes and other areas where equipment or materials of value are stored.
10. Locks and unlocks gates and doors at designated times.
11. Turns up lighting at the beginning of each business day to permit ingress of employees, vendors and authorized personnel, reduces and/or turns off lighting as required.
12. Ensures that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
13. Responds to reports of ill or injured patrons, visitors, or employee, renders first aid, and notifies supervisor if further assistance is considered necessary or desirable.
14. Performs minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the Building Manager.
15. Reports safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
16. Monitors and operates facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
17. Responds to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and takes action as prescribed in Post Orders and/or facility self-protection plans.
18. Investigates questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
19. Operates a motor vehicle where required.
20. Maintains order and uses good judgment and discretion in handling unruly or trespassing public.
21. Maintains daily logs and writes daily reports, incident reports, and non-employee injury reports.
22. Provides escort services and assists other security personnel as required.
23. Operates Lost and Found in a manner that allows the public to claim lost items.
24. Directs traffic, controls parking, issues parking violation warnings as authorized by the Contract Administrator.
25. Maintains order within areas of assignment.
26. Operates an entrance control post. Operates and enforces a system of personnel identification. Performs package inspection when directed by the Contract Administrator through Post Orders. Checks identification cards and records names of **ALL PERSONNEL** wishing to enter the facility after normal working hours.
27. Conducts Screening Procedures to include x-ray machines, hand held and walk through magnetometers. Conducts pat downs when necessary to prevent unauthorized items from entering county facilities or meetings held by the Board of County Commissioners.
28. Safeguards and protects all existing structures, utilities, service, roads, trees, shrubbery, etc. against damage or interrupted service. Contractor shall be held responsible for any damage to the property occurring by reason of the negligence of Contractor's employees

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or agents on the property.

29. If requested, have the training and ability to use particular computer applications, as required by the job site.

#### **F. SITE SUPERVISOR TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Subject matter expert for contract staff in regard to training and personal welfare
2. Supervises contract staff and ensures that the Counties policies and procedures are being followed and enforced
3. Disciplines contract employees and keeps County Security Guard Supervisors informed of what has transpired

#### **G. PROJECT MANAGER TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Subject matter expert for contract staff in regard to training and personal welfare  
Supervises
2. Provides oversight to all contract staff at all Courthouse Facilities
3. Communicates on a daily basis with County Security Guard Supervisors
4. Subject matter expert for contract staff in regard to training and personal welfare
5. Supervises contract staff and ensures that the Counties policies and procedures are being followed and enforced
6. Disciplines contract employees and keeps County Security Guard Supervisors informed of what has transpired

#### **IV. REQUIRED REPORTS**

An incident or event report will be written for any emergency, police or fire rescue on Broward County property or when requested by Security Guard Supervisors or Management. Broward County Event Report and Contracted Incident/Event Report must be provided in Broward County Writing Style and completed within twenty-four (24) hours of the event.

#### **V. TRAINING**

##### **A. GENERAL**

1. The Contractor is required to ensure that all field personnel are trained and licensed per Sections III.C. (Employee Specifications, Qualifications) and V.G.1 (Training for Security Personnel) in order that the County may be assured said personnel are capable of assuming the responsibilities for their assignments.
  - a. The cost for training is at the Contractor's expense and the time spent by staff in such training programs are not billable to the County.
  - b. All Contractor security personnel must successfully complete and pass the training prior to assumption of duty under this contract and evidence is to be provided to the Contract Administrator per Section II.Q (Requirements of the Contractor).

##### **B. TRAINING FOR SECURITY PERSONNEL**

###### **1. Site Orientation Training**

- a. At the Contractor's expense, each trainee of the Contractor shall be provided with a minimum of sixteen (16) hours of on-site training for Security Guards for each shift to be worked in order to familiarize each guard with the post. Additional hours may be

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required at the County's request.

- b. The trainee will not be in an active duty status and may not be placed on duty at that site until said training has been completed and trainee demonstrates ability to perform post duties. The County shall be the sole assessor of that effectiveness.
- c. The Site Orientation Training will be taught by County staff or designated staff approved by the Contract Administrator. This training is to be conducted at each different job site to which the guard/officer is assigned.
- d. The Site Orientation Training will consist of the following:
  1. General and specific orders for the facility.
  2. Policy and specific procedures for responding to emergency alarms, bomb threats, incendiary devices in the facility.
  3. Procedures for access control and operation of the security system within the facility.
  4. Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment.
  5. Orientation to Broward County
    - i. History and role as public service provider
    - ii. Contract personnel as representatives of County
    - iii. Types of facilities secured under contract.
    - iv. Role of County facility managers
  6. Review of all tasks covered in post orders for assigned post.

#### **2. Refresher Training (RT)**

Periodic training of each employee is required to be conducted by contract supervisors in order to insure continued understanding of and familiarity with existing or new facility conditions. Refresher Training is to be conducted at a minimum of one time within the first 14 days of an employee's post assignment, and additionally at the request of the Using Agency or at the request of the Contract Administrator. Such training shall be conducted at the expense of the Contractor and may include, should circumstances dictate (e.g. repeated violations of a guard), not only Site Orientation Training but also any or all portions of Basic Instructional Training.

#### **VI. VERIFICATION OF OFFICER QUALIFICATIONS**

Prior to submitting an invoice contractor must comply with County Security Officer Qualification Verification procedures. Contractor must arrange to submit prospective security officer's personnel file to Facilities Management Division Security Guard Supervisor. Security Guard Supervisor (SGS) will review the personnel file to verify attainment of all requirements for each Security Officer classification. If the SGS determines that the proposed officer meets the qualifications for the proposed assignment, he will notify contractor. Upon verification of the proposed officer's qualifications for eligibility in the appropriate class SGS will enter the approved Security Officer's name and approved classification into a data base accessible to all County Agencies utilizing this contract. The data base will be accessed as part of the invoice approval process followed by County Agencies when processing invoices for payment under this contract.

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#### **VII. UNIFORMS AND RELATED EQUIPMENT AND SUPPLIES FOR SECURITY GUARDS:**

##### **A. UNIFORMS**

All uniforms shall be provided by Contractor and/or employees. The County will not provide any uniform or uniform element. Contractor must ensure that all security personnel and supervisors are fully equipped and wearing complete County-approved uniforms including uniform jackets with required patches and guard name tags.

Security Personnel shall wear uniforms whose color and style have been approved in advance by the Contract Administrator or the Using Agency. All employees performing under this contract shall be required to wear the same color and style of uniform, distinguished only by Contractor identification patches (see below). Uniforms do not have to be new but **MUST** be in good condition and meet contract standards. Said uniforms will consist of the following items unless otherwise required under the terms of this contract:

1. Trousers, all-season weight, all the same color and style.
2. Shirt/blouse, short or long sleeve all the same color and style.
3. Belt-solid black.
4. Necktie – solid black unless waived for the specific location by Using Agency Representative.
5. Tie bar (see [4] above)
6. Socks – solid black
7. Shoes – solid black
8. Shoulder patches lettered to indicate the name of the Contractor shall be worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor or employee shall be worn or displayed on the uniform except hat.
9. "Baseball" – style cap, with a patch that identifies the company. Regulation uniform hats may be required at certain sites and are to be provided by the contractor. Baseball caps are not to be worn at major facilities.
10. Name tags and current photo I.D. card issued by contractor to be worn over the right breast pocket.
11. Foul weather clothing, including raincoats, boots, and/or security jacket, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each guard, and marked with Contractor's identification logo or name, or an insignia.
12. All employees must wear clean, non faded, pressed uniforms with legible company logos/patches at all times while on duty at a County Post. Contract Administrator and Using Agency Representative shall have the right to require the immediate replacement of any employee on duty who is out of uniform.

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#### **B. EQUIPMENT FOR SECURITY GUARDS**

Except as specifically noted, or provided for in this Agreement, security guards shall be equipped at all times while on duty with the following items:

##### **1. Unarmed Guards**

- a. Black belt
- b. Whistle, with metal chain attachment
- c. Flashlight; heavy-duty (2 or more D-Cells)
- d. Two-way radio, licensed for use by the Federal Communications Commission (FCC), and meeting all requirements as specified in this Agreement

##### **2. Armed Guards**

Armed Guards will be provided only as specifically requested by the Using Agency Representative and approved by the Contract Administrator.

- a. Pistol belt
- b. All of the equipment listed above
- c. Firearm

#### **C. VEHICULAR EQUIPMENT**

Security personnel may be required by the County to operate licensed motor vehicles in order to move between non-adjacent scheduled foot-patrol assignments or to conduct vehicular patrols on an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Vehicle types, color, markings, lights and other features shall be approved by the Contract Administrator or the Using Agency Representative. The Contractor may be required to provide a maximum of up to ten (10) off-street motorized carts.

##### **1. Security Cart/Vehicle:**

Solid state electric golf carts and charger and cords with security beacon and side panels. Four (4) wheels, two (2) person capacity (including driver), with back compartment. Unit price is monthly and is to include one security cart/vehicle and all equipment chargers and cords, maintenance, mobilization, demobilization, and equipment transport to and from patrol locations. **For Group 1**, the Contractor shall be required to provide six (6) security cart/vehicles per month to various County locations on day of contract award. Contractor may be required to provide up to four (4) additional security carts/vehicles upon sixty (60) calendar day notice by County **for Group 1, 2 or 3**.

***Contractor provided Security Carts/Vehicles for security personnel's operation will be maintained by the Contractor for the duration of the contract.***

##### **2. Patrol Vehicles:**

Fully equipped high profile (i.e., visible), well-marked, utility patrol vehicle, equipped with light bar, security markings, jumper cables, first aid equipment, traffic cones and flares. Unit price is weekly and is to include one patrol vehicle and all equipment fuel, maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be required to provide Patrol Vehicles as needed upon thirty (30) calendar day advance notice by County for Group 1, 2 or 3.

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***Patrol Vehicles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.***

3. **Patrol Bicycles:**

All-terrain bicycle 12 speed (Gears) or higher, are to be provided for use under this contract by the Contractor. Unit price is daily and is to include one patrol bicycle and all equipment maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be required to provide Patrol Bicycles on an as-needed basis for special outdoor events upon fifteen (15) calendar day notice for Group 1, 2 or 3.

**Patrol Bicycles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.**

D. **USE AND MAINTENANCE OF EQUIPMENT AND UNIFORM**

1. The uniform and equipment shall be used only when security personnel are on official duty or while in transit between their place of residency and assigned duty station. Furthermore, at any and all times while in uniform, security personnel and supervisors are required to wear a complete uniform, and to be fully equipped. Also, security personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agent, concealed weapons, personal radios, or other items not specifically approved by this contract or by Contract Administrator or Using Agency Representative.

2. **Maintenance of Uniforms and Equipment**

The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. Likewise, it is expected that all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on County property.

VIII. **COUNTY-FURNISHED ITEMS**

The County shall furnish without cost to the Contractor, to be used only in connection with the performance of this contract, the following materials and equipment.

A. **FACILITY POST ORDERS**

Post orders are to be prepared, with reasonable and periodic update, for each individual post by County Using Agency Representative, with the advice of the Contract Administrator. The Contract Administrator or designee shall have the responsibility for distributing a single copy of the subject post orders to the Contractor, who shall in turn be responsible for ensuring appropriate distribution of the orders to all field security personnel. The Contractor shall not make any alterations to the post orders except as specifically approved in writing by the Using Agency Representative, or the Contract Administrator.

Post Orders will include post requirements and security officer rotation schedule to monitor site including requirements for necessary for Broward County Security I.D./Access Badge swiping to patrol designated locations. Broward County Security I.D./Access Badge swiping will be logged and records retained for County review and contract compliance monitoring.

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**B. FORMS**

Required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County.

**C. BIOMETRIC TIME CLOCKS**

Biometric time clocks shall be utilized by Contractor staff at locations where biometric time clocks are installed.

**D. BROWARD COUNTY SECURITY I.D./ACCESS BADGE READERS**

Broward County Security I.D./Access Badge readers shall be utilized according to Post Orders before, during, and after the completion of security patrols. Broward County Security I.D./Access badges will be supplied by the County and must be turned upon separation, termination, and resignation.

**E. HAND HELD RADIOS**

**The County shall provide the contractor Hand Held Radios in order to perform their duties at a specified location or post.**

**F. REPLACEMENT**

Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor shall reimburse County, at currently market rates, for all equipment that is lost, damaged, stole, or otherwise unavailable. Upon termination of contract, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

**G. WORKING MATERIALS**

County shall provide working materials for Contractor staff to utilize to sanitize (i.e. disinfectant wipes/cleaner and paper towels) the security scanning equipment (i.e. x-ray machines, magnetometers, hand held radios, hand held scanning wands). COUNTY WILL NOT PROVIDE WORKING MATERIALS OR PERSONAL PROTECTIVE EQUIPMENT TO CONTRACTOR STAFF (See Section VIII Contractor Furnished Items, A. Working Materials).

**IX. CONTRACTOR-FURNISHED ITEMS**

**A. WORKING MATERIALS**

Contractor shall provide all working materials and personal protective equipment necessary for Contractor staff to deliver services under this contract including, but not limited to, items such as personal protective equipment (i.e. masks, gloves, etc.), sanitary items (i.e. hand sanitizer, disinfectant wipes/cleaner, paper towels, etc.), electronic devices for tracking (i.e. computers, phones, hand-held devices, etc.), bound logs, notebooks, pens, and pencils. These materials shall be supplied by the Contractor at no expense to the County, unless otherwise specified by this contract or the Contract Administrator. All materials required to perform this contract and not otherwise mentioned as being provided by the County shall be provided by the Contractor and/or employee at their expense.

**B. UNIFORM AND EQUIPMENT ISSUE**

In order to ensure that all on-duty security personnel are fully equipped and meet contractual standards for neatness of appearance, the Contractor will be required to issue to each employee, and maintain throughout the term of this contract, uniforms and equipment.

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#### X. CONTRACT ENFORCEMENT

The Contract Administrator and User Agency Representatives will ensure that the Contractor adheres to contractual requirements thru security badging process, receipt of required personnel files, background reports, training records, required reports and the monitoring of logbooks, biometric timesheets, sign-in sheets, and electronic reports tracking security officer card swipes at designated locations per Post Order requirements. In addition, Contract Administrator and User Agency Representative will conduct visual inspections to ensure compliance with uniforms and equipment standards.

#### XI. COMPENSATION

A. County agrees to pay Contractor, the hourly rates for the security guards at the rates for each year of this contract, AND to schedule security guards a minimum of four (4) hour shifts as specified herein, which amounts shall be paid in the manner specified in Section C, and as provided below.

##### 1. Overtime Charges:

New Site Assignments or Additional Shifts. The County will make an effort to give the Contractor at least 48-hours' notice of any new site assignment or additional shift requirements. If the operational needs of any Using Agency result in less than 48-hours' notice hours being given for any additional shift requirements or new site assignment, then the County shall pay the Contractor the "Overtime Rate", for the first forty-eight (48) hours of any new site assignment or additional shift requirement; provided that Contractor confirmed such coverage is available within twelve (12) hours of the request ("Response Time") by the Using Agency Representative, or the time specified by the Using Agency Representative. Any delay in providing such confirmation of coverage by the Contractor beyond the twelve (12) hour Response Time period shall reduce the overtime charges on an hour-for-hour basis. The Using Agency assignments provided to Contractor upon award of the contract and shall not constitute new assignments or additional shifts.

##### 2. Overtime Charges:

If any Using Agency requires the Contractor to provide security services, then upon receipt of any such request from a Using Agency, the Contractor shall review its ability to provide such service without using security officers on their days off or past their regular tours of duty. If the Contractor determines that it is unable to provide the requested services unless it uses security officers on their days off or past their regular tours of duty, the Contractor shall give the Using Agency written notice to that effect within forty-eight (48) hours of the request and the County shall pay overtime for the services requested, at the Overtime Rate. If the Contractor shall fail to provide 48 hours advance written notice, no overtime may be charged by the Contractor for the services. **There shall be no overtime charged for any shift that is eight (8) or more hours in duration in any 24-hour period.**

##### 3. Actual Overtime Must be Worked:

It is expected that the Contractor will provide services pursuant to subsections 2 and 3 using security officers on their days off or past their regular tours of duty. Notwithstanding anything to the contrary set forth in subsections 1 and 2, the Overtime Rate shall be paid by the County for only those hours worked in excess of a regular weekly tour of duty. Any and all requests by Contractor for overtime compensation must be accompanied by payroll documentation showing payments to security personnel for overtime hours directly attributable to the request by the County for coverage pursuant to subsection 1 or 2.

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##### **B. METHOD OF BILLING AND PAYMENT**

1. Payment will be made after services have been rendered, accepted and properly invoiced. Contractor shall not be paid for work not authorized by County.
2. All Invoices paid using purchase order must be submitted electronically to and received by Broward County Accounting Division at [accountspayable@broward.org](mailto:accountspayable@broward.org) with a courtesy copy sent to each Using Agency Representative.
3. The County may utilize the option to request and remit payment for services by Purchasing Card (P-Card).
  - a. Contractor will not impose any additional charges for using P-Card.
  - b. There will be no minimum order amount for P-Card purchases.
  - c. All amounts charged per contract pricing; no other charges will be accepted.
  - d. All invoices paid using P-Card must be emailed to the designated User Agency Representative identified on the purchase order or work order authorization.
4. Contractor must submit invoices for payment on a weekly basis; with a separate invoice being provided for services provided to each Using Agency (NOTE: Broward County may have approximately 20 different user agencies requesting services for approximately 50 different locations).
5. Payment for completed services will be made on a monthly basis, upon receipt of a proper invoice and required supporting documentation.
6. The invoice shall be legible and must include the following:
  - a. Broward County Purchase Order Number
  - b. Broward County Contract Number and Title
  - c. Work Order/Request Number (if applicable)
  - d. Project Coordinator's Name, Telephone Number, Signature, and name of Requesting Agency (i.e. Facilities Management Division)
  - e. Date(s) of Service
  - f. Detailed description and location of work performed including Broward County Using Agency (i.e. Facilities Management Division) requesting work, purpose of work (i.e. Broward County Commission Meeting), security guard classification and equipment used
  - g. Number of hours worked, labor/unit rates and extension of each (totals)
  - h. Names of the Subcontractor / Contractor's staff who completed the work
  - i. Contractor's Invoice Number; Invoice numbers should not be repeated or reused
7. When requested by Contract Administrator or the Using Agency, Contractor shall provide backup for past and current invoices that records hours and costs by employee category, equipment used, and Using Agency, including subcontractor hours and costs, so that total hours and costs by Using Agency may be determined. Failure to provide backup documentation may result in the disallowance of payment for services.

**SPECIFICATIONS AND REQUIREMENTS**

**SCOPE OF SERVICES**

**GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITES**

8. Contractor must be able to track purchase orders received from each Broward County Using Agency by purpose and location, submit invoices for payment on a weekly basis, and coordinate follow-up with Broward County User Agencies to ensure all invoices are paid.

**XII. POST AWARD MEETING**

Upon notification of contract award, Contractor will be required to meet with Contract Administrator and Using Agency Representatives at Post Award Meeting(s) that will be scheduled by Using Agency Representatives. The purpose of the meeting will be to review contract requirements, County procedures and meet with the staff who will be responsible for ensuring that specified work is carried out accordingly. Awarded vendor should bring the following personnel to the Post Award Meeting; the principal(s) and/or district management, supervisor(s), or lead employees or other individuals who will be the designated individuals responsible for ensuring services on the contract are enforced. Contractor shall provide County with the names and contact information (email, phone numbers, mobile phone numbers, emergency numbers, etc.) for service contacts. County shall provide awarded vendor with the names and contact information (email, phone numbers) the designated Using Agency Representatives for each location.

**XIII. ADDITIONAL LOCATIONS**

The County reserves the right to add shifts/locations or delete shifts/locations from this contract. Services are to be provided at the unit prices indicated. Quantities are not guaranteed.

The sample Pricing Matrix units are provided for informational purposes only, and the County reserves the right to modify these elements in Step Two of the procurement process (Bid). Only those Contractors determined by the EC to be qualified, by group, will be shortlisted for participation in Step Two of the procurement process (bid). In Step Two, the County will issue bids directly to the qualified Contractors for pricing. The Contractor(s) recommended for award will be based on the lowest price offering.

**Sample Pricing Matrix**

<b>Classification/Equipment</b>	<b>Estimated Annual Hours or Equipment Quantity</b>	<b>UoM</b>	<b>Hourly Rate/ Unit Cost</b>	<b>LIVING WAGE PERCENTAGE (LW %) PER Hourly Rate/Unit Cost</b>	<b>LIVING WAGE TOTAL (Hourly Rate x LW %)</b>	<b>Extended Cost</b>
<b>Class II - Security Officers</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Class II - Security Officers (OT)</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Class III - Security Officers</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Class III - Security Officers (OT)</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Site Supervisors</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Project Manager</b>	(for each group/year)	HR	\$___/hr	%	\$0.00	\$0.00
<b>Golf Carts</b>	(for each group/year)	MTH	\$___/mth		\$0.00	\$0.00
<b>Patrol Bikes</b>	(for each group/year)	DAY	\$___/day		\$0.00	\$0.00
<b>Patrol Vehicle</b>	(for each group/year)	WK	\$___/wk		\$0.00	\$0.00

Broward County Board of  
County Commissioners

**Broward County Security Guard Locations - Group 1 Facilities Management Division and Other Agencies**

NOTE: List summarizes current service locations. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip	Comments
ACA01	Animal Care	ANIMAL CARE & REGULATION Various Locations				Bi-monthly rabies clinics held on Saturdays
ACA01	Animal Care	ANIMAL CARE & REGULATION (SOUTH)	2400 SW 42 ST	DANIA BEACH	33312	
ECP01	Admin	GOVERNMENTAL CENTER WEST - BUILDING A & B	1 N UNIVERSITY DR	PLANTATION	33324	Monthly Hearings
ENV01	Admin	TREE TOPS PARK	3900 SW 100 TH AVE	DAVIE	33328	Hearings
ENV01	Admin	LONG KEY PARK	3501 SW 130 AVE	DAVIE	33330	Hearings
FLE01	Admin	FLEET SERVICE 3 & 4 (BLOUNT RD)	1600 BLOUNT RD	POMPANO BEACH	33069	Auctions
FMD01	Admin	GOVERNMENTAL CENTER EAST - GOVERNMENTAL CENTER	115 S ANDREWS AVE	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTER EAST - GOVERNMENTAL CENTER	115 S ANDREWS AVE	FT LAUDERDALE	33301	Monthly Commission Meetings
FMD01	Admin	GOVERNMENTAL CENTER EAST - 1200 GARAGE	151 SW 2 ST	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTER EAST - 350 GARAGE	101 SW 1 AVE	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTER WEST - BUILDING A & B	1 N UNIVERSITY DR	PLANTATION	33324	
FMD01	Courthouse	WEST REGIONAL COURTHOUSE	100 N PINE ISLAND RD	PLANTATION	33324	
FMD01	Courthouse	SOUTH REGIONAL COURTHOUSE	3550 HOLLYWOOD BLVD	HOLLYWOOD	33021	
FMD01	Courthouse	BCJC - WEST BUILDING	201 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - EAST BUILDING	201 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - MIDRISE OFFICE BUILDING	540 SE 3 AVE	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - SOUTH PARKING GARAGE	612 S ANDREWS AVE	FT LAUDERDALE	33301	
FMD01	Courthouse	STATE ATTORNEY (LTS BLDG)	16 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	ADVOCATE BUILDING (LEASED)	315 SE 7 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	NORTH REGIONAL COURTHOUSE	1600 W HILLSBORO BLVD	DEERFIELD BEACH	33442	
FMD01	Courthouse	OFFICE OF JUSTICE SERVICES	624 NW 15 WAY	FT LAUDERDALE	33311	
FMD01	Human Srv	NANCY J. COTTERMAN CENTER (ADMIN)	408 NE 4 ST	FT LAUDERDALE	33301	
FMD01	Human Srv	ANNIE L. WEAVER HEALTH & FAMILY SUCCESS	2011 NW 3 AVE	POMPANO BEACH	33060	
FMD01	Human Srv	NORTH HOMELESS ASSISTANCE CENTER	1700 BLOUNT RD	POMPANO BEACH	33069	
FMD01	Human Srv	SOUTH REGION FAMILY SUCCESS CENTER	4733 SW 18 ST	WEST PARK	33021	
FMD01	Human Srv	EDGAR P. MILLS MULTI-PURPOSE CENTER	900 NW 31 AVE	FT LAUDERDALE	33311	
FMD01	Human Srv	NANCY J. COTTERMAN CENTER (SATC)	400 NE 4 ST	FT LAUDERDALE	33301	

Broward County Board of  
County Commissioners

**Broward County Security Guard Locations - Group 1 Facilities Management Division and Other Agencies**

NOTE: List summarizes current service locations. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip	Comments
FMD01	Human Srv	BARC - BOOHER BLDG	3275 NW 99 WAY	CORAL SPRINGS	33065	
FMD01	Human Srv	SOUTH HOMELESS ASSISTANCE CENTER	2056 SCOTT ST	HOLLYWOOD	33020	
FMD01	Human Srv	NORTHWEST FAMILY SUCCESS CENTER	10077 NW 29 ST	CORAL SPRINGS	33065	
FMD01	Human Srv	BARC - CENTRAL (NEW BUILDING)	325 SW 28 ST	FT LAUDERDALE	33315	
FMD01 / TES01	Admin	TRAFFIC ENGINEERING - BLDG A	2300 W COMMERCIAL BLVD	FT LAUDERDALE	33309	
PLA01	Admin	GOVERNMENTAL CENTER WEST - BUILDING A & B	1 N UNIVERSITY DR	PLANTATION	33324	Monthly Hearings
RTT01	Admin	RECORDS, TAXES, AND TREASURY - AUTO TAGS / MOTOR VEHICLES	1800 NW 66 AVE	PLANTATION	33313	
TES01	Admin	WATER WASTE WATER DIVISION	2555 W. Copans Rd	POMPANO BCH	33069	
WWI01	Admin	Administrative Office / Dispatch	2555 W. Copans Rd	Pompano Beach	33069	
WWI01	Admin	District 4	2401 N Powerline Road	Pompano Beach	33069	
SWRS	Solid Waste	North Residential Drop-Off Station	2780 N. Powerline Rd	Pompano Beach	33026	
SWRS	Solid Waste	Central Residential Drop-Off Station	5490 Reese Road	Davie	33314	
SWRS	Solid Waste	South Residential Drop-Off Station	5601 Hallandale Beach Blvd.	West Park	33023	
SWRS	Solid Waste	Broward County Landfill	7101 SW 205th Avenue	Ft. Lauderdale	33332	
TRAN	Transit	Transit O & M South - Maintenance Building	5440 Ravenswood Road (Anglers Avenue)	Ft. Lauderdale	33312	
TRAN	Transit	Transit O & M South - Parking Garage	5440 Ravenswood Road (Anglers Avenue)	Ft. Lauderdale	33312	
TRAN	Transit	Transit O&M North Bldg 1 (ADMIN)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 2 (MAINT WRHSE)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 3 (OPS)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 4 (CUST SVC)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 5 (BUS WASH)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 6 (Fuel Center)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North Bldg 6 (Guard House)	3201 Copans Road	Pompano Beach	33069	
TRAN	Transit	Transit O&M North (Jogging Trail)	3201 Copans Road	Pompano Beach	33069	

### Broward County Security Guard Locations - Group 2 Library Division

NOTE: List summarizes current service locations. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip
LBD01	Library	AFRICAN-AMERICAN RESEARCH LIBRARY & CULTURAL CENTER	2650 NW 6 ST	FT LAUDERDALE	33311
LBD01	Library	BEACH BRANCH	3250 NE 2 St	POMPANO BEACH	33062
LBD01	Library	CARVER RANCHES BRANCH LIBRARY	4735 SW 18 ST	WEST PARK	33023
LBD01	Library	CENTURY PLAZA / LEON SLATIN BRANCH	1856A W HILLSBORO BLVD	DEERFIELD BEACH	33442
LBD01	Library	DANIA BEACH PAUL DEMAIO BRANCH LIBRARY	ONE PARK AVE E	DANIA BEACH	33004
LBD01	Library	DAVIE/COOPER CITY BRANCH	4600 SW 82 AVE	DAVIE	33328
LBD01	Library	DEERFIELD BEACH PERCY WHITE BRANCH	837 E HILLSBORO BLVD	DEERFIELD BEACH	33441
LBD01	Library	FORT LAUDERDALE READING CENTER LIBRARY	1300 E SUNRISE BLVD	FT LAUDERDALE	33304
LBD01	Library	FOSTER PARK COMMUNITY CENTER (MICRO LIBRARY)	609 NW 6 AVE	HALLANDALE BEACH	33009
LBD01	Library	GALT OCEAN MILE READING CENTER	3403 GALT OCEAN DR	FT LAUDERDALE	33308
LBD01	Library	HALLANDALE BEACH BRANCH LIBRARY	300 S FEDERAL HWY	HALLANDALE BEACH	33009
LBD01	Library	HOLLYWOOD BEACH BERNICE P. OSTER BRANCH	1301 S OCEAN DRIVE	HOLLYWOOD	33019
LBD01	Library	HOLLYWOOD BRANCH LIBRARY	2600 HOLLYWOOD BLV	HOLLYWOOD	33020
LBD01	Library	IMPERIAL POINT BRANCH	5985 N FEDERAL HWY	FT LAUDERDALE	33308
LBD01	Library	JAN MORAN COLLIER CITY LEARNING LIBRARY	2800 NW 9 CT	POMPANO BEACH	33069
LBD01	Library	LAUDERDALE LAKES BRANCH LIBRARY / EDUCATIONAL & CULTURAL CENTER	3580 W OAKLAND PAR	LAUDERDALE LAKE	33311
LBD01	Library	LAUDERHILL CENTRAL PARK LIBRARY & PERFORMING ARTS CENTER	3810 NW 11 PL	LAUDERHILL	33311
LBD01	Library	LAUDERHILL TOWN CENTRE LIBRARY	6399 W OAKLAND PAR	LAUDERHILL	33313
LBD01	Library	MAIN LIBRARY	100 S ANDREWS AVE	FT LAUDERDALE	33301
LBD01	Library	MARGATE CATHERINE YOUNG BRANCH	5810 PARK DR	MARGATE	33063
LBD01	Library	MIRAMAR BRANCH LIBRARY & EDUCATION CENTER	2050 CIVIC CENTER PL	MIRAMAR	33025
LBD01	Library	NORTH LAUDERDALE SARANIERO BRANCH LIBRARY	6901 KIMBERLY BLVD	NORTH LAUDERDA	33068
LBD01	Library	NORTHWEST BRANCH LIBRARY	1580 NW 3 AVE	POMPANO BEACH	33060
LBD01	Library	NORTHWEST REGIONAL LIBRARY	3151 N UNIVERSITY DR	CORAL SPRINGS	33065
LBD01	Library	PEMBROKE PINES / WALTER C YOUNG RESOURCE CENTER LIBRARY	955 NW 129 AVE	PEMBROKE PINES	33028
LBD01	Library	POMPANO BEACH LIBRARY & CULTURAL CENTER	50 W ATLANTIC BLVD	POMPANO BEACH	33060
LBD01	Library	RIVERLAND BRANCH LIBRARY	2710 DAVIE BLVD	FT LAUDERDALE	33312
LBD01	Library	SOUTHWEST REGIONAL LIBRARY	16835 SHERIDAN ST	PEMBROKE PINES	33331
LBD01	Library	STIRLING ROAD BRANCH	3151 STIRLING RD	HOLLYWOOD	33312
LBD01	Library	SUNRISE DAN PEARL BRANCH LIBRARY	10500 W OAKLAND PA	SUNRISE	33351
LBD01	Library	TAMARAC BRANCH LIBRARY	8701 W COMMERCIAL	TAMARAC	33311
LBD01	Library	TYRONE BRYANT BRANCH LIBRARY	2230 NW 21 AVE	FT LAUDERDALE	33311
LBD01	Library	WEST REGIONAL LIBRARY	8601 W BROWARD BLV	PLANTATION	33324
LBD01	Library	WESTON BRANCH LIBRARY	4205 BONAVENTURE B	WESTON	33333
LBD01	Library	YOUNG AT ART MUSEUM / BROWARD COUNTY LIBRARY	751 SW 121 AVE	DAVIE	33325

**Broward County Security Guard Locations - Group 3 Parks and Recreation Division**

NOTE: List summarizes current service locations for Broward County Parks and Recreation Division. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip
PRA01	Park	Anne Kolb Nature Center	751 Sheridan Street	Hollywood	33019
PRA01	Park	Boaters Park	W Anglers Ave	Dania Beach	33312
PRA01	Park	Boulevard Gardens Community Center	313 NW 28th Terrace	Ft. Lauderdale	33311
PRA01	Park	Brian Piccolo Sports Park & Velodrome	9501 Sheridan St	Cooper City	33024
PRA01	Park	CB Smith Park	900 N. Flamingo Rd	Pembroke Pines	33028
PRA01	Park	Carpenter House / Marince Environmental Ed Center	4414 Surf Rd	Hollywood	33019
PRA01	Park	Central Broward Park & Broward County Stadium	3700 NW 11th Place	Lauderhill	33311
PRA01	Park	Crystal Lake Sand Pine Scrub	3299 NE 3rd Ave	Pompano Beach	33064
PRA01	Park	Deerfield Highlands Nature Preserve	701 NE 41 St	Deerfield Beach	33064
PRA01	Park	Deerfield Island Park	1720 Deerfield Island Park	Deerfield Beach	33441
PRA01	Park	Dillard Green Space	2699 W. Sunrise Blvd	Ft. Lauderdale	33311
PRA01	Park	Easterlin Park	1000 NW 38th St.	Oakland Park	33309
PRA01	Park	Broward County Education Extension	3245 College Ave	Davie	33314
PRA01	Park	Everglades Holiday Park - Main Bldg, Campground Restroom, Office Trailer	21940 Griffin Road	Ft. Lauderdale	33332
PRA01	Park	Fern Forest Nature Center	201 Lyons Road	Coconut Creek	33063
PRA01	Park	Franklin Park	2501 Franklin Park Dr	Ft. Lauderdale	33311
PRA01	Park	Green Park	4400 N Ocean Dr	Hollywood	33019
PRA01	Park	Hawksbill Park	5200 N Ocean Dr	Hollywood	33019
PRA01	Park	Helene Kleine Pineland Reserve	4701 W Hillsboro Blvd	Coconut Creek	33073
PRA01	Park	Herman and Dorothy Shooster Nature Preserve	740 SW 64 Terrace	Margate	33068
PRA01	Park	Highlands Scrub Natural Area	4050 N. Dixie Hwy	Pompano Beach	33064
PRA01	Park	Hillsboro Pineland Natural Area	5591 NW 74th Place	Deerfield Beach	33073
PRA01	Park	Hollywood North Beach Park	3601 N. Ocean Drive	Hollywood	33019
PRA01	Park	Kemp's Ridely Park	4918 N Ocean	Hollywood	33019
PRA01	Park	Lafayette Hart Park	2851 NW 8th Road	Ft. Lauderdale	33311
PRA01	Park	Leatherback Park	4398 N Ocean Drive	Hollywood	33019
PRA01	Park	Loggerhead Park	4008 N Ocean Drive	Hollywood	33019
PRA01	Park	Long Key Natural Area and Nature Center	3501 SW 130 Ave	Davie	33330
PRA01	Park	Markham Park	16001 W. State Rd 84	Sunrise	33326
PRA01	Park	Military Trail Natural Area	4600 NW 9th Ave	Deerfield Beach	33064
PRA01	Park	Miramar Pineland	3600 S University Dr	Miramar	33026
PRA01	Park	Parks and Rec. Division, Admin. Offices (North/South Building)	950 NW 38th Street	Oakland Park	33309
PRA01	Park	Pine Island Ridge Natural Area	3900 SW 100 Ave	Davie	33328
PRA01	Park	Plantation Heritage Park	1100 S. Fig Tree Lane	Plantation	33317
PRA01	Park	Quiet Waters Park	401 S. Powerline Rd	Deerfield Beach	33442
PRA01	Park	Reverend Samuel Delevoe Memorial Park	2520 NW 6th Street	Ft. Lauderdale	33311
PRA01	Park	Roosevelt Gardens Park	2841 NW 11th Street	Ft. Lauderdale	33311

**Broward County Security Guard Locations - Group 3 Parks and Recreation Division**

NOTE: List summarizes current service locations for Broward County Parks and Recreation Division. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

<u>BC User Agency</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
PRA01	Park	Saw Palmetto Natural Area	4950 NW 71 Place	Coconut Creek	33073
PRA01	Park	Secret Woods Nature Center	2701 W. State Rd 84	Ft. Lauderdale	33312
PRA01	Park	Sewell Lock	3501 State Rd 84	Davie	33312
PRA01	Park	Snake Warrior's Island Natural Area	3600 SW 62 Ave	Miramar	33025
PRA01	Park	South Fork Canoe Launch	4490 S State Rd 7	Davie	33312
PRA01	Park	SunView	1500 SW 42nd Ave	Ft. Lauderdale	33317
PRA01	Park	Tall Cypress Natural Area	3700 Turtle Run Blvd	Coral Springs	33067
PRA01	Park	Tradewinds Park	3600 W. Sample Road	Coconut Creek	33073
PRA01	Park	Tree Tops Park	3900 SW 100th Ave	Davie	33328
PRA01	Park	TY (Topeekeegee Yugnee) Park	3300 N. Park Road	Hollywood	33021
PRA01	Park	Vista View	4001 SW 142 Ave	Davie	33330
PRA01	Park	Washburn Park	1955 SW 50 Ave	Ft. Lauderdale	33317
PRA01	Park	West Creek Pineland Natural Area	4800 W Hillsboro Blvd	Coconut Creek	33073
PRA01	Park	West Lake Park	751 Sheridan Street	Hollywood	33019
PRA01	Park	Woodmont Natural Area	7250 NW 80 Ave	Tamarac	33321

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

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

**Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G. Refer to the [Purchasing Division website](#) or contact Periscope S2G for submittal instructions.**

**A. Responsiveness Criteria:**

Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation. As provided in Section 21.40(a) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. This determination shall be final and may not be changed by the Evaluation Committee, if one is appointed for the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the due date and time specified in the solicitation. Failure to timely submit may result in Vendor being deemed non-responsive by the Director of Purchasing. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

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

**1. Lobbyist Registration Requirement Certification**

Refer to Lobbyist Registration Requirement Certification. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

**2. Addenda**

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

**B. Responsibility Criteria:**

Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code. In accordance with Section 21.40(b) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor who is determined to be responsible to provide the goods or services requested by the solicitation. If a response to a solicitation is submitted by a joint venture, the joint venture will not be eligible to receive an award unless each member of the joint venture is determined to be responsible. A determination of responsibility shall be made only as to those vendors whose submissions have been determined to be responsive.

With respect to RFPs, RLIs, and RFQs, the Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the

County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible.

Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

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

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

### 1. **Litigation History**

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

history against the County, may result in the Vendor being deemed non-responsive.

## 2. Financial Information

- a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
  - i. Balance sheets, income statements and annual reports; or
  - ii. Tax returns; or
  - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.
- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

## 3. Authority to Conduct Business in Florida

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

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

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

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

#### 5. **Insurance Requirements**

The Insurance Requirement Form reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can provide the insurance coverages.

#### **C. Additional Information and Certifications**

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

##### 1. **Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

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

##### 2. **Subcontractors/Subconsultants/Suppliers Requirement**

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

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

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's solicitation response and will be considered by the Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the Special Instructions to Vendors.
3. Vendors are required to review the applicable terms and conditions and submit the Agreement Exception Form. The completed form should be submitted with the solicitation response. If not

submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.

4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

#### **E. Evaluation Criteria**

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.

2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.

3. For Request for Proposals, the following shall apply:

a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.

b. The Evaluation Criteria identifies points available; a total of 100 points is available.

c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:

$$(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price}) = \text{Price Score}$$

d. After completion of scoring, the County may negotiate pricing as in its best interest.

4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:

a. The Evaluation Committee will create a short list of the most qualified firms.

b. The Evaluation Committee will either:

i. Rank shortlisted firms; or

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

#### **F. Demonstrations**

Refer to Special Instructions to Vendors. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

#### **G. Presentations**

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation

Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

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

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

## **I. Committee Appointment**

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

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

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

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

## **K. Vendor Questions**

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

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

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records.
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. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
5. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

#### **M. Copyrighted Materials**

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

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

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

#### **O. Local Preference**

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

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

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

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

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

#### **P. Tiebreaker Criteria**

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification (Requirement and Tiebreaker);

3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

**Q. Posting of Solicitation Results and Recommendations**

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

**R. Review and Evaluation of Responses**

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

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

**S. Vendor Protest**

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.

Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

#### **T. RIGHT TO APPEAL**

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

#### **U. Rejection of Responses**

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

#### **V. Negotiations**

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County<sup>[FA29]</sup> <sup>[CC30]</sup>. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, negotiations resulting from Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

#### **W. Submittal Instructions:**

Broward County Board of  
County Commissioners

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised May 1, 2021

**Special Instructions to Vendors**  
**Solicitation Name: General Security Guard Services at County Facilities**

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

**A. Additional Responsiveness Criteria:**

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

**1. Bond Requirement:**

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

**2. Domestic Partnership Act Requirement**

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

**3. Living Wage Requirements**

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

**4. Employment Eligibility Verification Program Requirement (State funding)**

Refer to **Employment Eligibility Verification Program Requirement Form** and submit as instructed.

**5. Additional Requirement(s)**

**1. Crimmminal Background History:**

Guards in all classifications must be at least 18 years of age, have a high school diploma or a G.E.D., or the higher education required by Section 9 for the particular position. They must be able to successfully pass, a medical examination which includes a drug screening (after having been offered **employment by the contractor**) and shall receive training from the contractor and a National Criminal Background check and any other background check required by the Using Agency or the Federal Aviation Administration. A copy of the National Criminal Background Check including history search with the results and date of results shall be provided to the Contract Administrator prior to the issuance of a Broward County Security I.D./Access Badge.

**B. Additional Responsibility Criteria:**

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

**1. Office of Economic and Small Business Development Program**

This solicitation includes participation goals for Broward County certified County Business Enterprises (CBE). This solicitation contains a CBE goal of 25% for Group 1. Group 2 and Group 3 are reserved for Broward County Certified Business Enterprises (CBE) Reserve. CBE's and non-CBE's may respond to all Groups contained in this solicitation. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

**2. Workforce Investment Program**

This solicitation requires the Vendor to comply with the Workforce Investment Program for all three (3) groups. Vendors must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

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

State: N/A

Broward County: N/A

Florida Department of Agriculture and Consumer Services:

Security Agency (Main Office) must have a Class "B" License

Security Agency (Branch Office) must have a Class "BB" License

Security Officer (Class II - unarmed) must have a Class "D" License

Security Officer (Class III armed) must have a Class "D" License AND Class "G" Statewide Firearm License

Manager of a Security Agency (Project Manager) must have a Class "MB" License OR Class "M" or a Class "D" license for a minimum of two years

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

Joint Venture submittal requirements, if applicable:

A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess one of the above licenses (including any specified State registration, if applicable) at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three

business days of County's written request. A Joint Venture may be deemed nonresponsive for failure to comply within stated timeframes.

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

This solicitation requires the Vendor to deliver information to be considered responsive and responsible. Please refer to Qualified Contractor Requirements and Evaluation Criteria.

**5. Minimum Eligibility Requirements:**

This solicitation requires Vendor to meet minimum eligibility requirements to be deemed responsive including: For Groups 1, 2, and 3 - Demonstrated experience in delivering security guard services a) to local and county government for a minimum of three (3) years to five (5) years within the last five years (see Group requirements below) and b) if subcontractors are needed to fulfill contract requirements, subcontractor management experience for a minimum of three (3) years within the last five (5) years. For Group 1 - demonstrated experience in delivering a minimum of 6,250 weekly security guard hours for five (5) year period. For Group 2 - demonstrated experience in delivering a minimum of 1,000 weekly security guard hours for three (3) year period. For Group 3 - demonstrated experience in delivering a minimum of 600 weekly security guard hours for three (3) period. Please refer to Qualified Contractor Requirements and Evaluation Criteria for details on all responsiveness and responsibility requirements.

**C. Standard Agreement Language Requirements:**

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

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

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

**D. Demonstrations:**

Not applicable to this solicitation.

**E. Presentations:**

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

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

Not applicable to this solicitation.

**G. Procurement Authority:**

Pursuant to Section 21.33, Competitive Sealed Proposals, of the Broward County Procurement Code.

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

County Funds

**I. Projected Schedule:**

Initial Shortlisting (Sunshine Meeting): To be determined. An addendum will be issued to provide the meeting date(s).

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: Elias H. Castillo Pachon, Contract/Grant Administrator, Facilities Management Division (Contracts Section)

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

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

**REMAINDER OF PAGE LEFT INTENTIONALLY**

## Step-One

### Qualified Contractor Requirements and Evaluation Criteria General Security Guard Services for Various County Facilities

#### Contractor Requirements and Qualifications

Interested Contractors shall submit their Minimum Eligibility Requirements as detailed in Special Instructions and Contractor Requirements at time of Submittal to be deemed responsive to this solicitation. In addition, Interested Contractors must submit their qualifications and all documentation requested and outlined in the specified section(s) of this solicitation. Contractors may choose to submit for one, two or all groups under this solicitation. Interested Contractors must clearly identify which group(s) they are submitting for so their qualifications can be properly considered and evaluated for each group.

All responsive/responsible Contractors who submit proposals for multiple Groups will receive separate scoring for each Group. Contractors that are found to be both responsive and responsible and possess the Qualified Contractor Requirements, will be scored by the Evaluation Committee (EC) using the scoring criteria below as set forth in this solicitation. The top three (3) highest scored Contractors, in each group, that are found to be both responsive and responsible will move on to Step Two of the solicitation process. In Step Two, the County will issue bids directly to the Contractors for pricing. The Contractor(s) recommended for award will be based on the lowest price offering.

#### Qualified Contractor Requirements

<b>Contractors must meet and provide proof of Minimum Eligibility Requirements listed in Special Instructions and of all the Contractor Requirements listed below. Note: Failure to meet any experience requirements and provide the required documentation may deem Contractor as non-responsible.</b>	
<b>Ability of Professional Personnel</b>	√
a) Provide resumes and include qualifications and relevant experience of all proposed staff and subcontractors' key staff to be assigned to this project.	<input type="checkbox"/>
b) Provide an Organizational Chart.	<input type="checkbox"/>
c) Complete Attachment A for each Executive Manager.	<input type="checkbox"/>
d) Complete Attachment B for each Field Manager.	<input type="checkbox"/>
e) Complete Attachment C for each Regional Manager.	<input type="checkbox"/>
f) Complete Attachment D for each Project Manager.	<input type="checkbox"/>
g) Complete Attachment E for each Site Supervisor.	<input type="checkbox"/>
h) Complete Attachment F for other Key Staff.	<input type="checkbox"/>
<b>Characteristics of Vendor and Staffing</b>	
a) Provide Vendor's State of Florida Security Agency license(s).	<input type="checkbox"/>
b) Provide length of time Vendor has been in operation.	<input type="checkbox"/>
<b>Past Performance:</b> Vendor shall provide the information detailed below for each security guard contract for which services were provided for the past five years (2015 to 2020). Complete Attachment G for each contract.	√
a) Type of government (i.e. local, county, etc.)	<input type="checkbox"/>
b) Type of facility (i.e. courthouse, park, library) including detail on the number of floors in building.	<input type="checkbox"/>
c) Scope of services provided at facility(ies).	<input type="checkbox"/>
d) Contract duration.	<input type="checkbox"/>
e) Staffing Hours.	<input type="checkbox"/>
f) Number of staff.	<input type="checkbox"/>

g) Type of security equipment used to scan patrons and packages.	<input type="checkbox"/>
h) Number of patrons screened per day/ per week.	<input type="checkbox"/>
<b>Training, Certification, Equipment and Background Checking</b>	√
a) Provide a statement as proof of certification training for all security officers in Vendor's staff.	<input type="checkbox"/>
b) Describe 1) training provided to staff on use of security screening equipment, electronic applications, etc. and 2) provide list of scanning equipment by manufacturer name and model numbers utilized by type including but not limited to x-ray machines, magnetometers, hand-held wands, etc.	<input type="checkbox"/>
c) Describe staff experience in using biometric timeclocks and electronic devices including equipment and applications to track security checkpoints.	<input type="checkbox"/>
d) Describe what uniforms, furniture and computer workstations proposing Vendor will provide at no cost to the County.	<input type="checkbox"/>
e) Provide Vendor's vehicle plan to include vehicular equipment (i.e. security cart/vehicles and patrol bikes) for patrolling and security officer transport including life cycle replacement (per Specifications and Requirements, Section VI, Uniforms and Related Equipment and Supplies for Security Guards, Item C, Vehicular Equipment).	<input type="checkbox"/>
f) Describe Vendor's process for maintaining and retaining training certifications.	<input type="checkbox"/>
g) Process for maintaining uniforms, materials and equipment used by staff.	<input type="checkbox"/>
<b>Location</b>	√
Refer to Vendor's Business Location Attestation Form and submit as instructed.	<input type="checkbox"/>
<b>Volume of Previous Work</b>	√
Refer to Volume of Previous Work Attestation Form and the Volume of Previous Work Attestation Joint Venture Form and submit as instructed.	<input type="checkbox"/>

### Evaluation Criteria

#### 1. Ability of Professional Personnel:

- a) Describe the qualifications and relevant experience of the Executive Management, Field Management, Regional Management, Project Managers, Site Supervisors, and all key staff to be assigned to this contract. **(Maximum of 5 Points based on quality of response)**
- b) Identify your approach to providing security guard services for local and county government. Include details on type of buildings/locations managed (i.e. courthouses, public meetings/event, healthcare facilities, libraries, etc.). **(Maximum of 5 Points based on quality of response)**
- c) Describe your approach to providing contingent services and conduct surge operations, if required and potentially on short notice, to include additional site supervisors, project managers, armed and/or unarmed staff for contingency operations (i.e. new site assignments, additional shifts, natural or man-made events/disasters, heightened security threats). **(Maximum of 5 Points based on quality of response)**

**(Points Value: 15)**

#### 2. Characteristics of Vendor and Staffing:

Describe characteristics of Vendor and Staffing. Insert narrative to specifically address the following:

- a) Provide total number of current security guard employees by Class II and Class III, Site Supervisor, and Project Managers (Security Staff), average seniority of current Security Staff. Explain how your organization can deliver staff weekly security

guard hours (refer to Broward County Security Guard Annual and Weekly Hour & Equipment Estimates for Group 1, Group 2 and Group 3) to Broward County user agencies and locations (refer to Broward County Security Guard Locations) **(Maximum of 5 Points based on quality of response)**

- b) Your approach for recruiting and retaining Security Staff. Include details on how salary increases, bonuses, and non-financial incentives are utilized. **(Maximum of 4 Points based on quality of response)**
- c) Provide current salary ranges for Class II (regular and overtime), Class III (regular and overtime), Site Supervisors, and Project Managers. Explain how your salary ranges are competitive in the marketplace. **(Maximum of 4 Points based on quality of response)**
- d) Provide 2018, 2019 and 2020 annual Security Staff employee retention percentage rate (# of employees with one year or more of service divided by total number of employees at the start of measurement period X 100). **(Maximum of 3 Points based on quality of response)**
- e) Provide Vendor's processes to manage callouts and to determine relief factor. **(Maximum of 1 Point based on quality of response)**
- f) Provide 2018, 2019 and 2020 relief factor as a percentage used to determine overage coverage to maintain coverage/service levels. **(Maximum of 1 Point based on quality of response)**

**(Points Value: 18)**

### **3. Project Approach:**

Describe the prime vendor's approach to providing security services utilizing in-house and subcontractor staff, in the event that a subcontractor is needed to fulfill contract requirements (see Minimum Eligibility Requirements listed in Special Instructions, for subcontractor experience requirements). Insert a management plan describing your understanding of the criteria detailed in the Specifications and Requirements and approach for administering the Contract and specifically address the following:

- a) Your general understanding of the Specifications and Requirements including your understanding of any of the articles of the General Conditions you deem critical to the operations and management of the project. Include a description on how all designated posts are covered at all times, your approach to handling high volume screening situations, incidents of equipment failure, crowd control, and difficult patrons. **(Maximum of 7 Points based on quality of response)**
- b) Identify the types of work you intend to perform with your own forces and how you have engaged subcontractors for a minimum of three years. Provide 1) a list of employees demonstrating your capability to perform the work; 2) evidence on past projects of your ability to self-perform the work you intend to perform with in-house forces, and 3) evidence on past projects of your ability to engage and utilize subcontractors to perform work; **(Maximum of 7 Points based on quality of response)**
- c) Your approach to 1) report managerial and Security Officer performance; and 2) to implement disciplinary procedures for in-house and subcontractor, (if subcontractors are to be utilized), Security Officers. **(Maximum of 3 Points based on quality of response)**
- d) Provide your plan to provide and maintain equipment (including security carts, bikes, uniforms, etc.) in quality working condition during operations; Include details on include life cycle replacement (per Specifications and Requirements, Section VI, Uniforms and Related Equipment and Supplies for Security Guards, Item C,

Vehicular Equipment); and describe items Vendor will provide at no cost to County (uniforms, furniture, workstations, etc.) **(Maximum of 3 Points based on quality of response)**

**(Points Value: 20)**

**4. Transition Approach:**

Describe Vendor's approach to implement a 30-day calendar (to include weekends) transition plan to assume security service responsibilities from the incumbent Vendor.

Insert detailed transition plan. Specifically address the following:

- a) Your approach to shadow current Vendor's security screening and patrolling process. **(Maximum of 4 Points based on quality of response)**
- b) Your approach to providing initial delivery of complete employee personnel files (per Specifications and Requirements, Section II Requirements of the Contractor, Item R). **(Maximum of 3 Points based on quality of response)**
- c) Your approach to ensure that post orders are understood by assigned security staff. **(Maximum of 3 Points based on quality of response)**

**(Points Value: 10)**

**5. Past Performance:**

Describe prime Vendor's experience on Broward County and Non-Broward County contracts of a similar nature for the past five years. The County is seeking the services of a provider experienced in providing for security guard services of demonstrated experience in delivering security guard services to commercial and or municipal government entities within the last five years with security guard staffing levels at or above 6,250 hours for Group 1 for five (5) year period, 1,000 hours for Group 2 for a three (3) year period, and 600 hours for Group 3 for a three (3) year period (Refer to "Special Instructions, Minimum Eligibility Requirements: I. A." General, Specifications and Requirements). If necessary, use an additional sheet(s) to describe service contracts, clearly indicating the scope of work for which you were responsible. In addition, insert narrative to specifically address the following.

- a) Describe Vendor's experience on contracts provided for demonstrated experience in delivering security guard services to commercial and or municipal government entities for past five years and how this experience contributes to ability to deliver services detailed in Specifications and Requirements. **(Maximum of 12 Points based on quality of response)**

**(Points Value: 12)**

**6. Training, Certification, Equipment and Background Checking:**

Describe training, certification, equipment, and background checking experience. Specifically address the following:

- a) Describe education, training and experience required for initial employment as a Class "D" and/or Class "G" Security Officers. Include details on training provided to staff on use of security screening equipment, electronic applications, etc. **(Maximum of 4 Points based on quality of response)**
- b) Your approach to providing professional required security refresher training program(s). **(Maximum of 4 Points based on quality of response)**

- c) Your approach to obtain, monitor, update, and retain background checks from the National Criminal Background Check and Florida Department of Law Enforcement. **(Maximum of 2 Points based on quality of response)**
- d) Your approach to deliver complete personnel files for new hires (per Specifications and Requirements, Section II Requirements of the Contractor, Item R). **(Maximum of 2 Points based on quality of response)**
- e) Provide information on how vendor will obtain and maintain supplies for all working materials necessary for performance of this contract including, but not limited to, items such as, personal protective gear (i.e. masks, gloves, etc.), sanitary items (i.e. hand sanitizer, disinfectant wipes/cleaner, paper towels, etc.) including the process to routinely disinfect equipment and furniture. **(Maximum of 1 Point based on quality of response)**

**(Points Value: 13)**

**7. Reporting and Billing:**

Describe Vendor's reporting and billing process to track purchase orders and invoices received. For Group 1 Facilities Management Division and Other Agencies, it is estimated that services will need to be coordinated from over 10 different Broward County user agencies and provided to fifty (50) different locations, Group 2 is for one user agency Library Division with thirty-five (35) different locations, and Group 3 is for one user agency Parks and Recreation Division with fifty-two (52) different locations. Specifically address the following.

- a) Describe your time and attendance management plan for tracking billable hours with 1) in-house staff and 2) subcontractor staff if utilized; **(Maximum of 3 Points based on quality of response)**
- b) Describe your processes and procedures to 1) track purchase orders, 2) deliver invoices, 3) track aging invoices and 4) track payments. **(Maximum of 3 Points based on quality of response)**
- c) Describe Vendor's process to comply with CBE Goal/Reserve, Living Wage Ordinances and to deliver required reports (i.e. Monthly Utilization Reports and Living Wage Reporting Documentation). **(Maximum of 1 Point based on quality of response)**

**(Points Value: 7)**

**8. Location:**

Refer to **Location Certification Form** and submit as instructed.

Points shall be allocated as follows based on the vendor's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture); and Option 5 (0 points).

**(Points Value: 5)**

**9. Pricing:**

Pricing will be requested through an Invitation to Bid (ITB) via Periscope; only from Contractors who were shortlisted/qualified in Step One.

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**ATTACHMENT A**

**KEY PERSONNEL - EXECUTIVE MANAGEMENT**

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
  - County Government # of Years  # of Weekly Contract Hours
  - Local Government # of Years  # of Weekly Contract Hours

8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)

- Judicial Complexes # of Years
- Courthouses # of Years
- Municipal Buildings # of Years
- Public Meetings # of Years
- Libraries # of Years
- Parks # of Years
- Animal Control Centers # of Years
- Homeless Shelters # of Years
- Health Care Treatment Centers # of Years
- Residential Health Care Treatment Centers # of Years
- Substance Abuse Centers # of Years
- Water & Wastewater Facilities # of Years

9) **ATTACH RESUME**  Yes

10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT B

### KEY PERSONNEL - FIELD MANAGEMENT

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
- |  |            |                      |                            |                      |
|--|------------|----------------------|----------------------------|----------------------|
| <input type="checkbox"/> County Government | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |
| <input type="checkbox"/> Local Government  | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |
- 8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)
- |  |            |                      |
|--|------------|----------------------|
| <input type="checkbox"/> Judicial Complexes                        | # of Years | <input type="text"/> |
| <input type="checkbox"/> Courthouses                               | # of Years | <input type="text"/> |
| <input type="checkbox"/> Municipal Buildings                       | # of Years | <input type="text"/> |
| <input type="checkbox"/> Public Meetings                           | # of Years | <input type="text"/> |
| <input type="checkbox"/> Libraries                                 | # of Years | <input type="text"/> |
| <input type="checkbox"/> Parks                                     | # of Years | <input type="text"/> |
| <input type="checkbox"/> Animal Control Centers                    | # of Years | <input type="text"/> |
| <input type="checkbox"/> Homeless Shelters                         | # of Years | <input type="text"/> |
| <input type="checkbox"/> Health Care Treatment Centers             | # of Years | <input type="text"/> |
| <input type="checkbox"/> Residential Health Care Treatment Centers | # of Years | <input type="text"/> |
| <input type="checkbox"/> Substance Abuse Centers                   | # of Years | <input type="text"/> |
| <input type="checkbox"/> Water & Wastewater Facilities             | # of Years | <input type="text"/> |
- 9) **ATTACH RESUME**  Yes
- 10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT C

### KEY PERSONNEL - REGIONAL MANAGEMENT

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
- |  |                                 |   |
|--|---------------------------------|---|
| <input type="checkbox"/> County Government | # of Years <input type="text"/> | # of Weekly Contract Hours <input type="text"/> |
| <input type="checkbox"/> Local Government  | # of Years <input type="text"/> | # of Weekly Contract Hours <input type="text"/> |

8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)

- Judicial Complexes # of Years
- Courthouses # of Years
- Municipal Buildings # of Years
- Public Meetings # of Years
- Libraries # of Years
- Parks # of Years
- Animal Control Centers # of Years
- Homeless Shelters # of Years
- Health Care Treatment Centers # of Years
- Residential Health Care Treatment Centers # of Years
- Substance Abuse Centers # of Years
- Water & Wastewater Facilities # of Years

9) **ATTACH RESUME**  Yes

10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT D

### KEY PERSONNEL - PROJECT MANAGEMENT

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
- |  |            |                      |                            |                      |
|--|------------|----------------------|----------------------------|----------------------|
| <input type="checkbox"/> County Government | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |
| <input type="checkbox"/> Local Government  | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |

8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)

- Judicial Complexes # of Years
- Courthouses # of Years
- Municipal Buildings # of Years
- Public Meetings # of Years
- Libraries # of Years
- Parks # of Years
- Animal Control Centers # of Years
- Homeless Shelters # of Years
- Health Care Treatment Centers # of Years
- Residential Health Care Treatment Centers # of Years
- Substance Abuse Centers # of Years
- Water & Wastewater Facilities # of Years

9) **ATTACH RESUME**  Yes

10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT E

### KEY PERSONNEL - SITE SUPERVISOR

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
- |  |                                 |   |
|--|---------------------------------|---|
| <input type="checkbox"/> County Government | # of Years <input type="text"/> | # of Weekly Contract Hours <input type="text"/> |
| <input type="checkbox"/> Local Government  | # of Years <input type="text"/> | # of Weekly Contract Hours <input type="text"/> |

8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)

- Judicial Complexes # of Years
- Courthouses # of Years
- Municipal Buildings # of Years
- Public Meetings # of Years
- Libraries # of Years
- Parks # of Years
- Animal Control Centers # of Years
- Homeless Shelters # of Years
- Health Care Treatment Centers # of Years
- Residential Health Care Treatment Centers # of Years
- Substance Abuse Centers # of Years
- Water & Wastewater Facilities # of Years

9) **ATTACH RESUME**  Yes

10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT F

### KEY PERSONNEL - OTHER KEY STAFF

- 1) Firm Name:
- 2) Project Name:
- 3) Name of Key Personnel:
- 4) Type of Key Personnel:  Primary assigned to the Contract Full Time  Additional Staff on As-Needed Basis
- 5) Number of Years with the Firm:
- 6) Number of Years Experience with Security Guard Contracting:
- 7) Client Type Experience & # of Years Experience & # Weekly Contract Hours
- |  |            |                      |                            |                      |
|--|------------|----------------------|----------------------------|----------------------|
| <input type="checkbox"/> County Government | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |
| <input type="checkbox"/> Local Government  | # of Years | <input type="text"/> | # of Weekly Contract Hours | <input type="text"/> |

8) Location Type Experience & # of Years Experience: (Check **ALL** boxes that apply)

- Judicial Complexes # of Years
- Courthouses # of Years
- Municipal Buildings # of Years
- Public Meetings # of Years
- Libraries # of Years
- Parks # of Years
- Animal Control Centers # of Years
- Homeless Shelters # of Years
- Health Care Treatment Centers # of Years
- Residential Health Care Treatment Centers # of Years
- Substance Abuse Centers # of Years
- Water & Wastewater Facilities # of Years

9) **ATTACH RESUME**  Yes

10) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications (include certification validity dates)

## ATTACHMENT G

### VENDOR REFERENCE VERIFICATION – ADDITIONAL DETAIL

1) Firm's Name:

2) Project/Contract Name:

3) Type of Key Personnel:  In-House Staff (%  utilized)  Subcontractor Staff (%  utilized)

# Staff Weekly <input style="width: 50px;" type="text"/> # Weekly Hours <input style="width: 50px;" type="text"/> # Staff Annually <input style="width: 50px;" type="text"/> # Annual Hours <input style="width: 50px;" type="text"/>	# Staff Weekly <input style="width: 50px;" type="text"/> # Weekly Hours <input style="width: 50px;" type="text"/> # Staff Annually <input style="width: 50px;" type="text"/> # Annual Hours <input style="width: 50px;" type="text"/>
--	--

4) Client Type Experience & # of Years Experience & # Weekly Contract Hours

<input type="checkbox"/> County Government	# Years <input style="width: 50px;" type="text"/>	# Weekly Contract Hours <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Local Government	# Years <input style="width: 50px;" type="text"/>	# Weekly Contract Hours <input style="width: 50px;" type="text"/>

5) Location Type, Average # Floors and Daily Weekly Patron Screenings: (Check ALL boxes that apply and provide requested detail)

	AVERAGE	DAILY SCREENING	WEEKLY SCREENING
<input type="checkbox"/> Judicial Courthouses	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Courthouses	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Municipal Buildings	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Public Meetings	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Libraries	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Parks	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Animal Control Centers	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Homeless Shelters	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Health Care Treatment Centers	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Residential Health Care Treatment Centers	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Substance Abuse Centers	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Water & Wastewater Facilities	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>
<input type="checkbox"/> Transit Facilities	# Floors <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>	# Patrons <input style="width: 50px;" type="text"/>

6) List types of scanning equipment used by staff under this contract. Include make and models of X-Ray machines, magnetometers, hand-held scanning equipment, etc.

### **Vendor Reference Verification Form**

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



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

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

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

**Description of services provided by Vendor:**

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

Needs Improvement

Satisfactory

Excellent

Not Applicable

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

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

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

Verified via: \_\_\_EMAIL \_\_\_VERBAL Verified by: \_\_\_\_\_ Division: \_\_\_\_\_ Date: \_\_\_\_\_

**Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation**

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. In response to this Step One solicitation, Vendor should submit a **Contractor Assurance Statement** on company letterhead, signed by the owner or authorized company representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the project and, agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals stated **Special Instructions to Vendors**.
  2. In response to a Step Two solicitation, qualified Vendors are required to include submit a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. All Vendors responding to the Step Two solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
  3. If a Vendor is unable to attain the CBE participation goal in the Step Two solicitation, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>

**CONTRACTOR ASSURANCE STATEMENT**

(Vendor Letterhead)

**CONTRACTOR ASSURANCE STATEMENT**

PROJECT DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, (Authorized Official/Agent) on behalf of the  
\_\_\_\_\_ (Vendor) hereby agree to comply with the County  
Business Enterprise (CBE) requirements of the solicitation, between Broward County and  
\_\_\_\_\_ (Vendor) for \_\_\_\_\_  
(Project).

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the solicitation.

\_\_\_\_\_  
Authorized Agent of Vendor

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone Number

Date: \_\_\_\_\_



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Bidder/Offeror Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

**CBE Firm/Supplier Name:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
			%
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Bidder/Offeror Authorized Representative**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

**Office of Economic and Small Business Requirements: CBE Reserve**

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and non-CBEs may respond to the solicitation.
- C. The CBE with the lowest responsive and responsible Bid, or with the highest-ranked responsive and responsible Proposal, as compared to all other CBEs (the "CBE Presumptive Awardee"), shall be awarded the contract if the CBE Presumptive Awardee meets the following requirements, as applicable:
- (1) Monetary Differential: The total Bid or Proposal amount of the CBE Presumptive Awardee: (a)(i) does not exceed Three Million Dollars (\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than ten percent (10%); or (b)(i) exceeds Three Million Dollars(\$3,000,000) and (ii) does not exceed the total amount of the lowest responsive and responsible Bid, or the total amount of the highest-ranked responsive and responsible Proposal, as applicable, from a non-CBE by more than five percent (5%); and
  - (2) Points Differential: For competitive solicitations in which the Proposals are assigned point totals, after deducting the points awarded for price from the total points awarded to each applicable Proposal, the total points assigned to the CBE Presumptive Awardee: (a) for Proposals that do not exceed Three Million Dollars (\$3,000,000), are not more than ten percent (10%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE; or (b) for Proposals that exceed Three Million Dollars (\$3,000,000), are not more than five percent (5%) less than the total points assigned to the highest-ranked responsive and responsible non-CBE.

If the CBE Presumptive Awardee does not meet the above requirements, as applicable, then the CBE with the next lowest responsive and responsible Bid, or the next highest-ranked responsive and responsible Proposal, as compared to all other CBEs, will be deemed the CBE Presumptive Awardee and awarded the contract if the CBE Presumptive Awardee meets the above requirements, as applicable. If no CBE Presumptive Awardee meets the above requirements, as applicable, the award shall be made to the non-CBE that submits the lowest responsive and responsible Bid, or the highest-ranked responsive and responsible Proposal, provided the Director of Purchasing determines the total amount of the Bid or Proposal is fair and reasonable, unless (a) the Director of Office of Economic and Small Business Development (OESBD) issues a written determination that re-solicitation with modified specifications is likely to result in one or more Bids or Proposals from CBEs that would be eligible to receive the contract award; and (b) the Director of Purchasing issues a written determination that the delay occasioned by re-solicitation would not materially harm the County's interests.

- D. If a non-CBE is awarded the contract because no CBE with capacity to perform the work submits a responsive and responsible Bid or Proposal, or because no CBE meets the applicable requirements stated above, any contract awarded to a non-CBE must include at least a twenty-five percent (25%) CBE goal (unless the CBE goal is waived or otherwise modified by Board action).
- E. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- F. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends to subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section G below).
- G. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as a matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.

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1. Vendor should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI) for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE. The form is available at the following link:  
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
  2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all of the required supporting information. The is available at the following link:  
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- H. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- I. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.
- J. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.
- K. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>
- L. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- M. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
  2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
  3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
  4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
  5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
  6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition of the County's payment of Vendor under the contract.

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This is also available  
[www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx](http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx)

online at:

Revised May 1, 2021

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

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

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

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.:  Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County filled in)
  - Other – Specify
10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
  - a)
  - b)
  - c)
  - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:  
Name:   
Title:   
E-mail:   
Telephone No.:   
  
Name:   
Title:   
E-mail:   
Telephone No.:
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.  Yes  No

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

**Cone of Silence Requirement Certification:**

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

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

**Drug-Free Workplace Requirements Certification:**

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The offeror's policy of maintaining a drug-free workplace;

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

The Vendor hereby certifies that: (check box)

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

**Non-Collusion Certification:**

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

The Vendor hereby certifies that: (select one)

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

**Public Entities Crimes Certification:**

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

The Vendor hereby certifies that: (check box)

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

**Scrutinized Companies List Certification:**

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

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The Vendor hereby certifies that: (check each box)

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

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

\*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Vendor Name:

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

Revised May 1, 2021

### LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Authorized Signature/Name**

**TITLE**

**Vendor Name**

**DATE**

Revised May 1, 2021

## LIVING WAGE ORDINANCE REQUIREMENTS AND AFFIDAVIT FORM

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

a bid to the Vendor.

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

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

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT  
FORM**

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

Covered Employer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Local Contact: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contract \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Using Agency \_\_\_\_\_  
 Served: Solicitation \_\_\_\_\_  
 No. and Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

Signature

Title

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

20\_\_

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

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

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

Personally Known  or Produced Identification  Type of Identification Produced:

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

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

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

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

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

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

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

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

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

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

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

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

**(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.  
**Required documentation for this exemption basis:** Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

**(LWO 26.103(f)(2): Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.  
**Required documentation for this exemption basis:** Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

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

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

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

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

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

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

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

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

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

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

### Workforce Investment Program Requirements:

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

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

**WORKFORCE INVESTMENT PROGRAM CERTIFICATION**

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

In accordance with the Workforce Investment Program

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

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

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

Revised May 1, 2021

**Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements (Two-Step):**

- A. **Submittal Bond:** A Vendor must submit an original **Submittal Bond**, executed by a surety company meeting the **Qualifications of Surety Requirements**, with its response. The Submittal Bond must be an original; photocopies are not accepted. Failure to submit a Submittal Bond by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.
1. In lieu of the Submittal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original [Bid Guaranty – Unconditional Letter of Credit](#), treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
  2. The **Submittal Bond** shall be in an amount equal to the amount stated in **Special Instructions to Vendors**, payable to the Board of County Commissioners and conditioned upon a qualified Vendor submitting a response to the Step Two solicitation.
  3. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to submit a response to the Step Two solicitation.
  4. When the Vendor submits a response to the Step Two solicitation, the Submittal Bond will be returned upon request.
- B. **Performance and Payment Guaranties:** The Step Two solicitation will identify the requirements and amount of bid guaranty, payment guaranty, and performance guaranty.
- C. **Qualifications of Surety Requirements:** A bid bond, submittal bond, proposal bond, performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.
1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
    - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
    - b. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
    - c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$500,001	to \$1,000,000	A, A-	Class I
\$1,000,001	to \$2,000,000	A, A-	Class II
\$2,000,001	to \$5,000,000	A	Class III
\$5,000,001	to \$10,000,000	A	Class IV
\$10,000,001	to \$25,000,000	A	Class V
\$25,000,001	to \$50,000,000	A	Class VI
\$50,000,001	to or more	A	Class VII

2. For projects which do not exceed \$500,000, the County may accept a bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
3. If the surety company fails to meet the minimum qualifications, the Vendor must timely submit a bond from a qualified surety company to satisfy the requirements.

### SUBMITTAL BOND (TWO-STEP)

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called VENDOR, and \_\_\_\_\_, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called COUNTY, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment whereof VENDOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the COUNTY is seeking to contract with a firm (licensed in the State of Florida) for the completion of \_\_\_\_\_ (Project); and

WHEREAS, the COUNTY is utilizing a Two Step solicitation process for this Project, whereby Step One solicitation consists of each firm submitting qualifications and Step Two (Invitation for Bid or Request for Proposals) consists of each qualified firm submitting a response to the Invitation for Bid or Request for Proposals; and

WHEREAS, VENDOR responded to the County's Solicitation No. \_\_\_\_\_ for the Project;

THE CONDITION OF THIS BOND is that if:

- 1.) VENDOR is qualified by COUNTY in its Step One process; and
- 2.) VENDOR submits a timely response in the COUNTY's Step Two process pursuant to the Invitation to Bid or Request for Proposals; then THIS BOND IS VOID. If the VENDOR fails to provide a timely response, the VENDOR and Surety, jointly and severally, shall be liable to the COUNTY for the full sum herein stated which shall be due and payable to the COUNTY immediately upon demand of the COUNTY, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said VENDOR; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than COUNTY named herein; and

In the event suit is brought upon this bond by the COUNTY, Surety shall pay reasonable attorneys' fees and costs incurred by the COUNTY in such suit.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

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

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

\_\_\_\_\_

SURETY COMPANY:

By \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_



**SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT**

**Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

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

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

If none, check the box below on this form. Use additional form(s) in Periscope S2G.

None -

1. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:   
  
Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:   
  
Type of Work/Supplies Provided:

Broward County Board of  
County Commissioners

3. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

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

**Authorized Signature/Name**

**Title**

**Vendor Name**

**Date**

Revised May 1, 2021

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM**

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

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

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

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

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

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

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

Grand Total

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

Yes  No

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

Vendor Name:

Authorized Signature/Name

Title

Date

Broward County Board of  
County Commissioners

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE**

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

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

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

**The Vendor attests to the following:**

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

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

Revised May 1, 2021

**LITIGATION HISTORY FORM**

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

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

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

Vendor Name:

Revised May 1, 2021

**AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION**

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

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

The Vendor hereby certifies that: (select one)

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

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

Revised May 1, 2021

### DOMESTIC PARTNERSHIP ACT CERTIFICATION (REQUIREMENT AND TIEBREAKER)

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

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

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

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor employs less than five (5) employees.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name

Title

Vendor Name

Date

Revised May 1, 2021

**AGREEMENT EXEPTION FORM**

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the contract terms and conditions state in this solicitation; or
  
- The following exceptions are taken to the contract terms and conditions state in this solicitation: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Vendor Name:**

Revised May 1, 2021



**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR  
[REDACTED] (RFP # [REDACTED])**

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

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

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of Facilities Management Division or such other person designated by the Director of Facilities Management Division in writing.
- 1.3. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.4. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.5. **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.
- 1.6. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A (“Scope of Services”), and any Optional Services procured under this Agreement.
- 1.7. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.8. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

**ARTICLE 2. EXHIBITS**

- Exhibit A**      **Scope of Services**
- Exhibit B**      **Payment Schedule**
- Exhibit C**      **Minimum Insurance Coverages**
- Exhibit D**      **CBE Subcontractor Schedule and Letters of Intent**
- Exhibit E**      **Business Associate Agreement**
- Exhibit F**      **Certification of Payments to Subcontractors and Suppliers**
- Exhibit G**      **Security Requirements**

**ARTICLE 3. SCOPE OF SERVICES**

3.1. Scope of Services. Contractor shall perform all Services required under this Agreement including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end five (5) years thereafter (“Initial Term”).

4.2. Additional Extension. If the expiration of this Agreement would result in a gap in the provision of Services necessary for the ongoing operations of County, as determined by the Purchasing Director, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.3. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

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

4.5. Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than the time periods stated herein. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 5. COMPENSATION**

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

Services/Goods	Not-To-Exceed Amount
Year 1 Services	\$
Year 2 Services	\$
Year 3 Services	\$

<b>Services/Goods</b>	<b>Not-To-Exceed Amount</b>
Year 4 Services	\$
Year 5 Services	\$
<b>TOTAL NOT TO EXCEED</b>	<b>\$</b>

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

5.2. Method of Billing and Payment.

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

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services.

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

5.2.4. Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or

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

5.3. Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.

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

5.5. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

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

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

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

and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

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

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

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

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

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

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County

may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

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

6.10. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.11. Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

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

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

this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 8. INSURANCE**

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

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

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

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

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

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

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

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

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may

be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

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

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

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

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

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

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

9.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

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

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

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

#### **USE FOLLOWING FOR GROUP 1**

10.3. Contractor will meet the required CBE goal by utilizing the CBE firms listed in Exhibit D (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of total Services (the "Commitment").

#### **USE FOLLOWING INSTEAD FOR GROUP 2 AND GROUP 3**

The Parties acknowledge that County has reserved this procurement solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit D (or CBE firms substituted or approved by OESBD during the term of this Agreement).

10.4. In performing the Services, Contractor shall utilize the CBE firms listed in Exhibit D for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the firms listed in Exhibit D and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide

written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, LBANKS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in

written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

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

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

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

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

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

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

the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

11.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Scott Campbell, Director  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: [scampbell@broward.org](mailto:scampbell@broward.org)

FOR CONTRACTOR:

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
Email address: [Redacted]

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

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or

administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

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

11.13. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

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

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

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

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

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply

with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

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

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

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

11.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

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

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

11.29. Additional Security Requirements. Contractor shall comply with the Security Requirements attached hereto as Exhibit G.

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

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

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

[REDACTED] day of [REDACTED], 20[REDACTED]

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

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

Matthew Haber (Date)  
Assistant County Attorney

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

Michael J. Kerr (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_ FOR  
\_\_\_\_\_

CONTRACTOR

WITNESSES:

**CONTRACTOR NAME**

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

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

ATTEST:

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

(CORPORATE SEAL OR NOTARY)

**EXHIBIT A**  
**Scope of Services**

Contractor and County agree that Contractor shall provide the following Services:

I. **GENERAL:**

- A. Commencing on the Effective Date, unless an earlier date is specified in this Agreement, Contractor and County agree that Contractor shall provide the Services detailed below. In this Exhibit A, "County Using Agency" shall mean Facilities Management Division or Library Division or Parks and Recreation Division, and/or any other County agency as awarded.

Contractor shall provide weekly security officer guard services and patrol equipment (all of which shall be included in the definition of the "Services") to Broward County locations as detailed below:

**[DELETE GROUP 1 IF AWARDED GROUP 2 OR GROUP 3]**

**Group 1 (Facilities Management Division and Other Agencies)**

- Security Officer Guard Hours
  - Qualified Contractor must show demonstrated experience of delivery of 6,250 weekly security guard hours for the most recent five (5) year period.
  - Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 1 for estimated hours and equipment for the contract period.
- Patrol Equipment
  - Qualified Contractor must be able to provide six (6) electric Security Cart/Vehicles at start of contract and four (4) additional electric golf carts upon 60 calendar day notice.
  - Patrol Vehicles to be provided upon 30 calendar day notice and Patrol Bikes to be available upon 15 calendar day notice.
- Locations
  - It is estimated that approximately ten (10) different Broward County User Agencies may utilize Group 1 services and that security officers will be needed at over fifty (50) different Broward locations – see Broward County Security Guard Locations for Group 1.
  - Group 1 locations include judicial complexes, courthouses, municipal buildings with heavy public traffic and public meetings, , health treatment facilities with daily and/or overnight residents (i.e. routine health care, substance abuse treatment centers, etc.), homeless shelters, and animal control

centers.

- Group 1 locations include sites subject to Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Insurance Portability and Accountability Act (HIPAA) and Crisis Intervention Training (CIT) confidentiality standards and deployed staff must meet specific confidentiality training and certification standards - see General, Item H.

**[DELETE GROUP 2 IF AWARDED GROUP 1 OR GROUP 3]**

**Group 2 (Library Division)**

- Security Officer Guard Hours
  - Qualified Contractor must show demonstrated experience of delivery of 1,000 weekly security guard hours for a three (3) year period within the last five (5) years.
  - Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 2 for estimated hours and equipment for contract period.
- Patrol Equipment
  - Qualified Contractor must be able to provide electric Security Cart/Vehicles upon 60 calendar day notice, Patrol Vehicles upon 30 calendar day notice and Patrol Bikes upon 15 calendar day notice.
- Locations
  - Broward County has approximately 38 Libraries Division locations in Broward County – see Broward County Security Guard Locations for Group 2.

**[DELETE GROUP 3 IF AWARDED GROUP 1 OR GROUP 2]**

**Group 3 (Parks and Recreation Division)**

- Security Officer Guard Hours
  - Qualified Contractor must show demonstrated experience of delivery of 600 weekly security guard hours for a three (3) year period within the last five (5) years.
  - Qualified Contractor must be able to staff to meet County needs – see Broward County Security Guard Annual and Weekly Hours & Equipment for Group 3 for estimated hours and equipment for contract period.
- Patrol Equipment
  - Qualified Contractor must be able to provide electric Security Cart/Vehicles upon 60 calendar day notice, Patrol Vehicles upon 30 calendar day notice and Patrol Bikes upon 15 calendar day notice.

- Locations
  - Broward County has approximately 55 Parks and Recreation Division locations in Broward county – see Broward County Security Guard Locations for Group 3.

Services will include, but not be limited to, providing estimated security officer hours and equipment equal to or in excess of the estimated hours and equipment detailed in the Broward County Security Guard Annual and Weekly Hours & Equipment Exhibits for Group 1, 2, and/or 3, as awarded, on a weekly basis to ensure the security of various types of facilities or buildings detailed in the Broward County Security Guard Locations for Groups 1, 2, and 3.

Contractor shall provide contingent services and conduct surge operations, if required on potentially short notice to provide additional site supervisors, project managers, armed and unarmed guards for new site locations, additional shifts, natural and man-made events/disasters, and heightened security threats. In addition, Contractors shall track billable hours for in-house and subcontractor staff, coordinate acceptance of purchase orders from multiple user agencies, facilitate weekly invoicing, and utilize tracking tools to follow-up on aging invoices.

Services will further involve the use of Security Detection Equipment as is found in airports or courthouses, the use of computer to complete required reports using Microsoft Office applications and other security systems, as well as the operation of patrol vehicles (electronic golf carts) and bikes as detailed in these Specifications. Contractor agrees that such matters as total number of guard hours required, scheduling, the advertising and announcing of available services and location of posts will have to be determined and/or adjusted from time to time as the needs of the County dictate. It is the intent and purpose to conduct the services in such a manner as to provide the most efficient operation of the County. All advertising by Contractor for potential employees for this contract shall be in accordance with the Workforce Investment Program Requirements.

Unit prices for Security Personnel offered on the Item Response Form are to include, but are not limited to, all labor, overhead, billing, insurance, travel time, travel expenses (mileage, fuel, per diem, parking, airfare, lodging, meals, etc.), required reporting, services, equipment, fuel/power, mobilization, demobilization, training, licensing, background checks, profit and materials necessary to complete work.

- B. Contractor must comply with the hours of coverage required, which may be up to twenty-four (24) hours per day. The County reserves the right to request any changes in the number of guards, number of guard hours of coverage and

guard work locations that may be required by the Using Agency.

- C. Contractor agrees that work schedules include shiftwork during a twenty-four (24) hour period, including weekends and public holidays, at the standard rate of pay set forth in the Contract. Schedule requirements for guards will be determined by the County, in accordance with operational needs. County will schedule guards at a minimum of four (4) hour shifts. The Contractor is required to provide the guard schedules at the beginning of every pay period. Unless otherwise specified in instructions from any Using Agency, post coverage will be continuous for the required hours. Contractor shall provide and cover its employees' breaks, including lunches, rest periods, personal needs, etc. Accommodations or facilities for the above are not required to be provided by the County.
- D. Contractor shall send security guards to a County Using Agency that are qualified to provide the specific guard services required at the particular County site and that are physically capable of rendering such services under the conditions present at the particular County site. Contractor will only schedule guards to a maximum twelve (12) hour shift and for overnight shifts, a maximum of twelve (12) hours. Contractor shall not charge or invoice County for, and County shall not pay for, shifts in excess of 12 hours.
- E. The County reserves the right to add, delete or make changes to any guard requirements, including hours of coverage, post location, numbers of posts, number of guards, Guard Class, etc. No guarantee as to the total amount of guard hours to be used by the County under this Agreement is implied herein.
- F. If Contractor desires to remove any guard stationed at any County site, the Contractor shall give the County Using Agency Representative at least 5 business days written notice of same, unless an emergency condition shall require shorter notice. If any employee stationed at any County site is terminated by Contractor, Contractor shall give the Contract Administrator and the County Using Agency Representative twenty-four (24) hour written notice of such action. All County badges, equipment, etc. must be returned to the County within forty-eight (48) hours of employee's re-assignment not within a County facility or departure. The foregoing actions are required so that the County can remove such personnel from its computer and security systems in an expeditious manner.
- G. Upon written or verbal request of any County Using Agency Representative or the Contract Administrator, the Contractor shall remove any security guard from a County site and reassign such guard or take other appropriate action. Such request may be made by the Contract Administrator or a County Using Agency Representative for operational reasons, or because the appearance, demeanor, or conduct of such guard is unsatisfactory. County reserves the

right to request a change in personnel without providing a specific reason. Contractor shall inform the County within twenty-four (24) hours and return all County badges, equipment, etc. to the County within forty-eight hours of employee re-assignment or departure.

**H. EMPLOYEES CONFIDENTIALITY TRAINING AND CERTIFICATIONS All**

Contractor personnel providing service to locations subject to Joint Commission on Accreditation of Healthcare Organizations (JCAHO [https://www.jointcommission.org/accreditation-and-certification/state-recognition/#f: Facet State=\[Florida\]](https://www.jointcommission.org/accreditation-and-certification/state-recognition/#f:Facet_State=[Florida])), Health Insurance Portability and Accountability Act (HIPAA <https://www.hhs.gov/hipaa/index.html>) and Crisis Intervention Training (CIT [https://www.nami.org/Advocacy/Crisis-Intervention/Crisis-Intervention-Team-\(CIT\)-Programs](https://www.nami.org/Advocacy/Crisis-Intervention/Crisis-Intervention-Team-(CIT)-Programs))

confidentiality standards must meet specific confidentiality training and certification standards. Completed test results shall be provided to the affected agencies at each location covered by these regulations. The Contractor employees providing service to these locations must have successfully met the requirements of this standard prior to working on the job. Initial copies of instructional and testing materials will be furnished to Contractor by affected agencies. The instruction, training and certificates and all costs shall be the responsibility of the Contractor. All training requirements must remain current and not be allowed to expire to work at the specific County locations.

**II. REQUIREMENTS OF THE CONTRACTOR:**

**THE CONTRACTOR:**

- A. Shall have all required licenses and/or permits required by County, local, state and federal agencies as applicable to private security agency work, including those required by Section 493, Florida Statutes as amended from time to time.
  - 1. State of Florida Security Agency License Requirements
    - a. Security Agency (Main Office) - Class "B" License
    - b. Security Agency (Branch Office) of Class "B" agency – Class "BB" License
  
- B. Shall have available qualified, competent, experienced management staff with active knowledge of contract specifications during the hours that service is being provided who shall have the overall responsibility for supervising security services to be provided under this Agreement. Such management shall be authorized to represent and act for the Contractor; meet with the Contract Administrator and the County Using Agency Representatives to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract. A list of names and schedule of this staff, including all applicable telephone numbers for

emergency notifications, will be provided to the Contract Administrator prior to the award of this contract.

- C. Shall ensure that guards are prompt and that posts are covered at all times.
- D. Shall provide and post the guard work-shift schedule. The Contractor is required to provide the guard schedules at the beginning of every pay period.
- E. Shall maintain applicable post orders and log books on-site at each location and ensure that all personnel adhere to post order requirements. Log books shall be used to record pertinent daily information should be kept at each post.
- F. Shall maintain a supply of Working Materials per Section VIII Contractor Furnished Items as well as blank forms used to record events that require further action and information that needs to be brought to the attention of the County on-site at each location.
- G. Shall be provided with all post orders, security logs and other documentation by the Contract Administrator or County Using Agency, as requested.
- H. Shall be provided with a current and approved Broward County Security I.D./Access Badge with security guard's photo on it for all personnel which includes necessary proximity access to assigned Broward County service locations. Approved Broward County Security I.D./Access Badge must remain current and notification must be provided within twenty-four (24) hour notice if lost or stolen.
- I. Shall ensure that all personnel will wear an approved Broward County Security I.D./Access Badge conspicuously and that Personnel will not share or provide an approved Broward County Security I.D./Access Badge to another employee or individual for any reason
- J. Shall ensure that Contractor's employees are provided with personal protection equipment (PPE) for services provided under the contract as required by the Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) standards.
- K. Shall ensure that all equipment utilized in the Contract shall be in proper working condition and all operators shall be trained and experienced in the proper use of such equipment, in compliance with OSHA standards. Contractor is responsible for transporting such equipment at no expense to the County, without delay, and within the required response time, causing no delay in services.
- L. Shall ensure that Contractor's employees will abide by all rules and regulations as set forth by the Using Agencies.

- M. Shall ensure that Contractor's employees will use biometric timeclocks in locations where available.
- N. Shall ensure that Contractor's employees utilize a web-based application to electronically track locations/doors/building entrances with security tags to complete required patrols and a computer to complete required reports where available
- O. Shall ensure that Contractor's employees can use a computer and Microsoft applications to complete required and written reports and to send and receive reports and messages electronically via email or web-based application where available
- P. Shall ensure that ALL Site Supervisors have a State of Florida Class "D" License for a minimum of two years.
- Q. Shall ensure that Site Supervisors assist with operational needs (fill in for Class II or Class III Officers) as needed.
- R. Shall ensure that Project Managers assist with operational needs (fill in for Site Supervisors, Class II, or Class III Officers) as needed.
- S. Shall be responsible for behavior, appearance, conduct and supervision of all personnel concerned with the operation of the security services provided to County pursuant to this Contract. All such personnel under the responsibility of the Contractor will be required to deport themselves in a respectable manner, to behave in a manner suitable for a public servant, and to be polite, courteous, cooperative and pleasant in the conduct of their duties.
- T. Shall be responsible for providing to the Contract Administrator and the Using Agencies, 30 days prior to expiration, a summary of expiration dates for certifications, training requirements, driver's license renewal and Broward County Security I.D./Access Badges.
- U. Shall make available to the Contract Administrator and the Using Agencies, within seven (7) calendar days upon contract award and new employee hire and upon request, on an ongoing basis throughout the term of this contract, the complete personnel file of each employee to be assigned to work under this contract. The personnel file shall contain copies of, but not limited to, the following documents:

Any polygraph reports, medical examinations, training test results and certifications, proof of education, firearm licenses, state guard service licenses, employment application, and driver's license number and expiration date and National Criminal Background Check including history search with

results and date of results.

- V. At its expense, shall make random and routine checks by its management staff of all on-duty personnel for proper performance of duty. However, the County reserves the right to establish specific schedule, at no additional cost to the County, if these checks prove insufficient and inadequate. All checks will be logged with appropriate remarks. Such inspections shall be no less than once weekly and a copy of all reports shall be provided to the Contract Administrator, and the applicable County Using Agency Representative, within one week of such inspection.
- W. Must inform County within 24 hours of employee departure, termination, re-assignment, or criminal activity
- X. Must confiscate any County-issued identification cards, and any other County property immediately, and return the same to the County within forty-eight hours (48) of departure, termination, re-assignment or criminal activity any employee assigned to any County site pursuant to this contract.
- Y. At its expense, after award and notification by the County, shall have a **30-calendar day** transition plan **which shall include shadow training with the current Contractor to ensure detailed knowledge of assigned posts** to assume security service responsibilities from the incumbent firm.

III. **EMPLOYEE SPECIFICATION:**

A. **GENERAL:**

- 1. The type of work involved is independent, requiring considerable public contact. Any work is included in the Services. Work requires the application of independent judgment and the interpretation of established policies and procedures. Work is performed within general guidelines and is reviewed for compliance with desired results.

B. **KNOWLEDGE, ABILITIES AND SKILLS:** All employees assigned to the County under this contract must meet the following criteria:

- 1. Ability to establish and maintain effective working relationships with the general public and other employees.
- 2. Ability to maintain clerical records and prepare written reports using computer software such as Microsoft Office applications as required.
- 3. Ability to use a web-based application to electronically track locations/doors/building entrances with security tags as required.
- 4. Ability to use biometric timeclock in locations where required.

5. Ability to work effectively and efficiently without direct supervision.
6. Ability to detect and report unsafe conditions.
7. To be polite, courteous and cooperative at all times, especially during times of stress.

C. **QUALIFICATIONS:**

All employees assigned to County under this contract must satisfy the following criteria:

1. Must be in possession of all licenses and/or permits required by all County, local, state and federal agencies as applicable to the position, including those required by Section 493, Florida Statutes as amended from time to time. All licenses must be current.
2. All employees must be in possession of a valid Florida Operator's Driver's License. Contractor is required to maintain a record on each employee's personnel file which shows driving license number and expiration date. Contractor is required to ensure that licenses remain current.
3. Personal cleanliness is mandatory.
4. Guards in all classifications must be at least 18 years of age, have a high school diploma or a G.E.D., or the higher education required by Section 9 for the particular position. They must be able to successfully pass, a medical examination which includes a drug screening (after having been offered **employment by the contractor**) and shall receive training from the **contractor** and a National Criminal Background check and any other background check required by the County Using Agency or the Federal Aviation Administration. A copy of the National Criminal Background Check including history search with the results and date of results shall be provided to the Contract Administrator prior to the issuance of a Broward County Security I.D./Access Badge.
5. **State of Florida Guard License Requirements:**
  - a. Classifications II and III: Florida State Guard License "D";
  - b. Classification III: Florida State Gun License "G". (if required for a particular post)
  - c. Site Supervisor: Florida State License "D" for a minimum of two years
  - d. Project Manager: Florida State License "MB" License or Class "D" License for a minimum of two years
6. All classifications must be able to read, write, speak, understand and be understood in English. Oral command of English must be sufficient to permit understandable communication, even in time of stress.

7. All classifications must complete the following required trainings within 45 days of contract award and maintain current certifications throughout the contract duration.
  - a. FEMA Active Shooter –  
(<https://training.fema.gov/is/courseoverview.aspx?code=IS-907>)
  - b. AED/CPR Certification - Contractor to provide training to staff
  - c. Magnetometer Screening - Contractor to provide training to staff
  - d. Phishing Training – required only for Contractor staff accessing the Broward County computer system <http://bc-net/Learning/eLearning/Pages/default.aspx>
  - e. Cyber Security Awareness – required only for Contractor staff accessing the Broward County computer system <http://bc-net/Learning/eLearning/Pages/default.aspx>
  - f. Bayside Training (BARC Facilities Only) – County to provide training links
  - g. Accommodations to the Using Agencies Operational and Facilities Policies for Disabled Persons” as approved by the Disability Affairs Section of the County’s Office of Equal Opportunity access to training to be provided by Broward County
  
8. If requested by the Using Agency, guards must be reviewed and/or interviewed and receive approval by County Using Agency Representative before acceptance for the assignment.
  
9. Specific Specifications per Class as follows.
  - a. **CLASS II** This is the intermediate classification of security officer. This classification may be used in sensitive and high visibility areas.  
  
The individual must meet one or more of the following criteria:
    - If there is military experience from any branch of the Armed Forces, there must be an honorable discharge documented on a DD214 form, unless still active.
    -  
In addition, the individual must meet all of the following minimum criteria:
    - Professional appearance and demeanor.
    - At least 18 years of age.
    - Successful Completion of Background Investigation, as set forth in the Bid Documents, and including any additional requirements of any County Using Agency or the FAA.

- An active State of Florida Class “D” Security Officer License.
- Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.

- b. **CLASS III** This is the highest classification of security officer. This classification may be armed or unarmed and may be used in sensitive and high visibility areas for Agencies and other specialized locations requiring this type of background and experience.

The individual must meet all the following minimum criteria:

- 
- Have a minimum of one (1) year security guard experience’
- Professional appearance and demeanor.
- At least 18 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any County Using Agency or the FAA.
- An active State of Florida Class “D” Security Officer License
- For armed duty, an active State of Florida Class “G” Statewide Firearm License
- Have attended the 40-hour training class described in Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
- Have gone through two (2) 4-hour fire arms recertification firearms training in two consecutive years.

- c. **SITE SUPERVISOR:** This position may be needed at certain County sites as determined by the applicable County Using Agency Representative.

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
- Possess ability to utilize computer and applications to provide County with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
- Have a minimum of two (2) year experience as a security guard

supervisor within either civilian law enforcement, military, or with a certified security firm.

- Professional appearance and demeanor.
  - At least 21 years of age.
  - Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any County Using Agency or the FAA.
  - An active State of Florida Class "D" Security Officer License for a minimum of two years
  - Have attended the 40-hour training class described in the Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
- d. **PROJECT MANAGER:** This is a critical position that will serve as single point of contact for Broward County Courthouse facilities.

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
- Possess ability to utilize computer and applications to provide COUNTY with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
- Have a minimum of three (3) years' experience as a security guard project manager within either civilian law enforcement, military, or with a certified security firm.
- Professional appearance and demeanor.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in the Bid Documents and including any additional requirements of any County Using Agency or the FAA.
- An active State of Florida Class "MB" Security Agency Manager License or Class "D" Security Officer License for a minimum of two years.
- Have attended the 40-hour training class described in the Bid Documents, to be conducted by the Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.

D. **ELIGIBILITY CRITERIA:** All security personnel employed by the Contractor under this contract are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section unless specifically and individually waived in writing by the Contract Administrator. **The final decision as to the eligibility or suitability of security personnel for employment rests with the Contract Administrator.**

1. May not be employed under this contract if they currently or have in the past been involved in:
  - a. Any felony or sex conviction.
  - b. Military conduct resulting in dishonorable or undesirable discharge.
2. Must successfully complete a medical examination, to be conducted at Contractor's expense, prior to duty assignment or when required for reasonable cause by County. Results are required as follows:
  - a. Must be able to safely perform the duty assignment without posing a direct threat to the health or safety of others.
  - b. Binocular vision, correctable to 20/20 (Snellen).
  - c. Ability to distinguish basic as well as shades of color in both normal and peripheral vision, where required by the essential duties of the position.
  - d. Able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet, without the use of a hearing aid, where required by the essential duties of the position.
  - e. Pass a urinalysis test showing freedom from illegal drug use and from illegal use of prescription drugs.

E. **SECURITY GUARD TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Reports to work on time and holds over on assigned duties until relieved as required.
2. Maintains a professional personal and uniform appearance at all times; is courteous to the public and county personnel at all times.
3. Covers an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
4. Intervenes to terminate injurious acts **and** may **only** attempt to detain individuals **as a last resort**. However, call 9-911 for local law enforcement to arrive.

5. Communicates effectively with the public and County personnel; directs visitors to personnel and services within the facility.
6. Visually screens and prepares written record of contents of packages/parcels being carried in and out of the facility to secure against theft; ensures that transmittal forms accompanying materials being removed from the facility contain a necessary authorizing signature.
7. Conducts internal and external patrols, conducts radio checks hourly while on patrol as well as during patrols and at fixed points or locations, and uses web-based application to electronically record security logs at various locations/doors/building entrances.
8. Raises and lowers flags at designated times.
9. Verifies the security of safes and other areas where equipment or materials of value are stored.
10. Locks and unlocks gates and doors at designated times.
11. Turns up lighting at the beginning of each business day to permit ingress of employees, vendors and authorized personnel, reduces and/or turns off lighting as required.
12. Ensures that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
13. Responds to reports of ill or injured patrons, visitors, or employee, renders first aid, and notifies supervisor if further assistance is considered necessary or desirable.
14. Performs minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the Building Manager.
15. Reports safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
16. Monitors and operates facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
17. Responds to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and takes action as prescribed in Post Orders and/or facility self-protection plans.
18. Investigates questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
19. Operates a motor vehicle where required.
20. Maintains order and uses good judgment and discretion in handling unruly

or trespassing public.

21. Maintains daily logs and writes daily reports, incident reports, and non-employee injury reports.
22. Provides escort services and assists other security personnel as required.
23. Operates Lost and Found in a manner that allows the public to claim lost items.
24. Directs traffic, controls parking, issues parking violation warnings as authorized by the Contract Administrator.
25. Maintains order within areas of assignment.
26. Operates an entrance control post. Operates and enforces a system of personnel identification. Performs package inspection when directed by the Contract Administrator through Post Orders. Checks identification cards and records names of **ALL PERSONNEL** wishing to enter the facility after normal working hours.
27. Conducts Screening Procedures to include x-ray machines, hand held and walk through magnetometers. Conducts pat downs when necessary to prevent unauthorized items from entering county facilities or meetings held by the Board of County Commissioners.
28. Safeguards and protects all existing structures, utilities, service, roads, trees, shrubbery, etc. against damage or interrupted service. Contractor shall be held responsible for any damage to the property occurring by reason of the negligence of Contractor's employees or agents on the property.
29. If requested, have the training and ability to use particular computer applications, as required by the job site.

**F. SITE SUPERVISOR TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Subject matter expert for contract staff in regard to training and personal welfare
2. Supervises contract staff and ensures that the Counties policies and procedures are being followed and enforced
3. Disciplines contract employees and keeps County Security Guard Supervisors informed of what has transpired

**G. PROJECT MANAGER TASKS SHALL INCLUDE AS APPROPRIATE:**

1. Subject matter expert for contract staff in regard to training and personal

- welfare
- Supervises
- 2. Provides oversight to all contract staff at all Courthouse Facilities
- 3. Communicates on a daily basis with County Security Guard Supervisors
- 4. Subject matter expert for contract staff in regard to training and personal welfare
- 5. Supervises contract staff and ensures that the Counties policies and procedures are being followed and enforced
- 6. Disciplines contract employees and keeps County Security Guard Supervisors informed of what has transpired

#### **IV. REQUIRED REPORTS**

The Contractor must write an incident or event report for any emergency, police or fire rescue on Broward County property or when requested by Security Guard Supervisors or Management. Broward County Event Report and Contracted Incident/Event Report must be provided in Broward County Writing Style and completed within twenty-four (24) hours of the event.

In addition, the Contractor must provide to County its Living Wage payroll reports every six (6) months as required by the County's Living Wage Ordinance.

#### **V. TRAINING**

##### **A. GENERAL**

1. The Contractor is required to ensure that all field personnel are trained and licensed per Sections III.C. (Employee Specifications, Qualifications) and V.G.1 (Training for Security Personnel) in order that the County may be assured said personnel are capable of assuming the responsibilities for their assignments.
  - a. The cost for training is at the Contractor's expense and the time spent by staff in such training programs are not billable to the County.
  - b. All Contractor security personnel must successfully complete and pass the training prior to assumption of duty under this contract and evidence is to be provided to the Contract Administrator per Section II.Q (Requirements of the Contractor).

##### **B. TRAINING FOR SECURITY PERSONNEL**

###### **1. Site Orientation Training**

- a. At the Contractor's expense, each trainee of the Contractor shall be provided with a minimum of sixteen (16) hours of on-site training for Security Guards for each shift to be worked in order to familiarize each guard with the post. Additional hours may be required at the County's request.
- b. The trainee will not be in an active duty status and may not be placed on duty at that site until said training has been completed and trainee demonstrates ability to perform post duties. The County shall be the sole assessor of that effectiveness.
- c. The Site Orientation Training will be taught by County staff or designated staff approved by the Contract Administrator. This training is to be conducted at each different job site to which the guard/officer is assigned.
- d. The Site Orientation Training will consist of the following:
  - General and specific orders for the facility.
  - Policy and specific procedures for responding to emergency alarms, bomb threats, incendiary devices in the facility.
  - Procedures for access control and operation of the security system within the facility.
  - Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment.
  - Orientation to Broward County
    - History and role as public service provider
    - Contract personnel as representatives of County
    - Types of facilities secured under contract.
    - Role of County facility managers
  - Review of all tasks covered in post orders for assigned post.

## 2. **Refresher Training (RT)**

Periodic training of each employee is required to be conducted by contract supervisors in order to insure continued understanding of and familiarity with existing or new facility conditions. Refresher Training is to be conducted at a minimum of one time within the first 14 days of an employee's post assignment, and additionally at the request of the County Using Agency or at the request of the Contract Administrator. Such training shall be conducted at the expense of the Contractor and may include, should circumstances dictate (e.g. repeated violations of a guard), not only Site

Orientation Training but also any or all portions of Basic Instructional Training.

**VI. VERIFICATION OF OFFICER QUALIFICATIONS**

Prior to submitting an invoice contractor must comply with County Security Officer Qualification Verification procedures. Contractor must arrange to submit prospective security officer's personnel file to Facilities Management Division Security Guard Supervisor. Security Guard Supervisor (SGS) will review the personnel file to verify attainment of all requirements for each Security Officer classification. If the SGS determines that the proposed officer meets the qualifications for the proposed assignment, he will notify contractor. Upon verification of the proposed officer's qualifications for eligibility in the appropriate class SGS will enter the approved Security Officer's name and approved classification into a data base accessible to all County Agencies utilizing this contract. The data base will be accessed as part of the invoice approval process followed by County Agencies when processing invoices for payment under this contract.

**VII. UNIFORMS AND RELATED EQUIPMENT AND SUPPLIES FOR SECURITY GUARDS:**

**A. UNIFORMS**

All uniforms shall be provided by Contractor and/or employees. The County will not provide any uniform or uniform element. Contractor must ensure that all security personnel and supervisors are fully equipped and wearing complete County-approved uniforms including uniform jackets with required patches and guard name tags.

Security Personnel shall wear uniforms whose color and style have been approved in advance by the Contract Administrator or the Using Agency. All employees performing under this contract shall be required to wear the same color and style of uniform, distinguished only by Contractor identification patches (see below). Uniforms do not have to be new but **MUST** be in good condition and meet contract standards. Said uniforms will consist of the following items unless otherwise required under the terms of this contract:

1. Trousers, all-season weight, all the same color and style.
2. Shirt/blouse, short or long sleeve all the same color and style.
3. Belt-solid black.
4. Neck tie – solid black unless waived for the specific location by County Using Agency Representative.
5. Tie bar (see [4] above)
6. Socks – solid black

7. Shoes – solid black
8. Shoulder patches lettered to indicate the name of the Contractor shall be worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor or employee shall be worn or displayed on the uniform except hat.
9. “Baseball” – style cap, with a patch that identifies the company. Regulation uniform hats may be required at certain sites and are to be provided by the contractor. Baseball caps are not to be worn at major facilities.
10. Name tags and current photo I.D. card issued by contractor to be worn over the right breast pocket.
11. Foul weather clothing, including raincoats, boots, and/or security jacket, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each guard, and marked with Contractor’s identification logo or name, or an insignia.
12. All employees must wear clean, non faded, pressed uniforms with legible company logos/patches at all times while on duty at a County Post. Contract Administrator and County Using Agency Representative shall have the right to require the immediate replacement of any employee on duty who is out of uniform.

**B. EQUIPMENT FOR SECURITY GUARDS**

Except as specifically noted, or provided for in this Agreement, security guards shall be equipped at all times while on duty with the following items:

**1. Unarmed Guards**

- a. Black belt
- b. Whistle, with metal chain attachment
- c. Flashlight; heavy-duty (2 or more D-Cells)
- d. Two-way radio, licensed for use by the Federal Communications Commission (FCC), and meeting all requirements as specified in this Agreement

**2. Armed Guards**

Armed Guards will be provided only as specifically requested by the County Using Agency Representative and approved by the Contract Administrator.

- a. Pistol belt
- b. All of the equipment listed above
- c. Fire Arm

### **C. VEHICULAR EQUIPMENT**

Security personnel may be required by the County to operate licensed motor vehicles in order to move between non-adjacent scheduled foot-patrol assignments or to conduct vehicular patrols on an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Vehicle types, color, markings, lights and other features shall be approved by the Contract Administrator or the County Using Agency Representative. The Contractor may be required to provide a maximum of up to ten (10) off-street motorized carts.

#### **1. Security Cart/Vehicle:**

Solid state electric golf carts and charger and cords with security beacon and side panels. Four (4) wheels, two (2) person capacity (including driver), with back compartment. Unit price is monthly and is to include one security cart/vehicle and all equipment chargers and cords, maintenance, mobilization, demobilization, and equipment transport to and from patrol locations.

**For Group 1**, the Contractor shall be required to provide six (6) security cart/vehicles per month to various County locations on day of contract award.

**For Group 1, 2 or 3**, Contractor may be required to provide up to four (4) additional security carts/vehicles upon sixty (60) calendar day notice by County.

***Contractor provided Security Carts/Vehicles for security personnel's operation will be maintained by the Contractor for the duration of the contract.***

#### **2. Patrol Vehicles:**

Fully equipped high profile (i.e., visible), well-marked, utility patrol vehicle, equipped with light bar, security markings, jumper cables, first aid equipment, traffic cones and flares. Unit price is weekly and is to include one patrol vehicle and all equipment fuel, maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be required to provide Patrol Vehicles as needed upon thirty (30) calendar day advance notice by County for Group 1, 2 or 3.

***Patrol Vehicles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.***

#### **3. Patrol Bicycles:**

All-terrain bicycle 12 speed (Gears) or higher, are to be provided for use

under this contract by the Contractor. Unit price is daily and is to include one patrol bicycle and all equipment maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be required to provide Patrol Bicycles on an as-needed basis for special outdoor events upon fifteen (15) calendar day notice for Group 1, 2 or 3.

***Patrol Bicycles will be provided through this contract by the Contractor and maintained by the Contractor for the duration of the contract.***

**D. USE AND MAINTENANCE OF EQUIPMENT AND UNIFORM**

1. The uniform and equipment shall be used only when security personnel are on official duty or while in transit between their place of residency and assigned duty station. Furthermore, at any and all times while in uniform, security personnel and supervisors are required to wear a complete uniform, and to be fully equipped. Also, security personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agent, concealed weapons, personal radios, or other items not specifically approved by this contract or by Contract Administrator or County Using Agency Representative.

**2. Maintenance of Uniforms and Equipment**

The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. Likewise, it is expected that all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on County property.

**VIII. COUNTY-FURNISHED ITEMS**

The County shall furnish without cost to the Contractor, to be used only in connection with the performance of this contract, the following materials and equipment.

**A. FACILITY POST ORDERS**

Post orders are to be prepared, with reasonable and periodic update, for each individual post by County Using Agency Representative, with the advice of the Contract Administrator. The Contract Administrator or designee shall have the responsibility for distributing a single copy of the subject post orders to the Contractor, who shall in turn be responsible for ensuring appropriate distribution of the orders to all field security personnel. The Contractor shall not make any alterations to the post orders except as specifically approved in

writing by the County Using Agency Representative, or the Contract Administrator.

Post Orders will include post requirements and security officer rotation schedule to monitor site including requirements for necessary for Broward County Security I.D./Access Badge swiping to patrol designated locations. Broward County Security I.D./Access Badge swiping will be logged and records retained for County review and contract compliance monitoring.

**B. FORMS**

Required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County.

**C. BIOMETRIC TIME CLOCKS**

Biometric time clocks shall be utilized by Contractor staff at locations where biometric time clocks are installed.

**D. BROWARD COUNTY SECURITY I.D./ACCESS BADGE READERS**

Broward County Security I.D./Access Badge readers shall be utilized according to Post Orders before, during, and after the completion of security patrols. Broward County Security I.D./Access badges will be supplied by the County and must be turned upon separation, termination, and resignation.

**E. HANDHELD RADIOS**

**The County shall provide the contractor Handheld Radios in order to perform their duties at a specified location or post.**

**F. REPLACEMENT**

Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor shall reimburse County, at currently market rates, for all equipment that is lost, damaged, stole, or otherwise unavailable. Upon termination of contract, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

**G. WORKING MATERIALS**

County shall provide working materials for Contractor staff to utilize to sanitize (i.e. disinfectant wipes/cleaner and paper towels) the security scanning equipment (i.e. x-ray machines, magnetometers, hand held radios, hand held scanning wands). COUNTY WILL NOT PROVIDE WORKING MATERIALS OR PERSONAL PROTECTIVE EQUIPMENT TO CONTRACTOR STAFF (See Section VIII Contractor Furnished Items, A. Working Materials).

## **IX. CONTRACTOR-FURNISHED ITEMS**

### **A. WORKING MATERIALS**

Contractor shall provide all working materials and personal protective equipment necessary for Contractor staff to deliver services under this contract including, but not limited to, items such as personal protective equipment (i.e. masks, gloves, etc.), sanitary items (i.e. hand sanitizer, disinfectant wipes/cleaner, paper towels, etc.), electronic devices for tracking (i.e. computers, phones, hand-held devices, etc.), bound logs, notebooks, pens, and pencils. These materials shall be supplied by the Contractor at no expense to the County, unless otherwise specified by this contract or the Contract Administrator. All materials required to perform this contract and not otherwise mentioned as being provided by the County shall be provided by the Contractor and/or employee at their expense.

### **B. UNIFORM AND EQUIPMENT ISSUE**

In order to ensure that all on-duty security personnel are fully equipped and meet contractual standards for neatness of appearance, the Contractor will be required to issue to each employee, and maintain throughout the term of this contract, uniforms and equipment.

## **X. CONTRACT ENFORCEMENT**

The Contract Administrator and User Agency Representatives will ensure that the Contractor adheres to contractual requirements thru security badging process, receipt of required personnel files, background reports, training records, required reports and the monitoring of log books, biometric timesheets, sign-in sheets, and electronic reports tracking security officer card swipes at designated locations per Post Order requirements. In addition, Contract Administrator and User Agency Representative will conduct visual inspections to ensure compliance with uniforms and equipment standards.

## **XI. COMPENSATION**

A. County agrees to pay Contractor, the hourly rates for the security guards at the rates for each year of this contract, AND to schedule security guards a minimum of four (4) hour shifts as specified herein, which amounts shall be paid in the manner specified in Section C, and as provided below.

### **1. Overtime Charges:**

New Site Assignments or Additional Shifts. The County will make an effort to give the Contractor at least 48-hours' notice of any new site assignment or additional shift requirements. If the operational needs of any County Using Agency result in less than 48-hours' notice hours being given for any additional shift requirements or new site assignment, then the County shall pay the Contractor the "Overtime Rate" indicated in the Item

Response Form, for the first forty-eight (48) hours of any new site assignment or additional shift requirement; provided that Contractor confirmed such coverage is available within twelve (12) hours of the request (“Response Time”) by the County Using Agency Representative, or the time specified by the County Using Agency Representative. Any delay in providing such confirmation of coverage by the Contractor beyond the twelve (12) hour Response Time period shall reduce the overtime charges on an hour-for-hour basis. The County Using Agency assignments provided to Contractor upon award of the contract and shall not constitute new assignments or additional shifts.

2. **Overtime Charges:**

If any County Using Agency requires the Contractor to provide security services, then upon receipt of any such request from a Using Agency, the Contractor shall review its ability to provide such service without using security officers on their days off or past their regular tours of duty. If the Contractor determines that it is unable to provide the requested services unless it uses security officers on their days off or past their regular tours of duty, the Contractor shall give the County Using Agency written notice to that effect within forty-eight (48) hours of the request and the County shall pay overtime for the services requested, at the Overtime Rate. If the Contractor shall fail to provide 48 hours advance written notice , no overtime may be charged by the Contractor for the services. **There shall be no overtime charged for any shift that is eight (8) or more hours in duration in any 24-hour period.**

3. **Actual Overtime Must be Worked:**

It is expected that the Contractor will provide services pursuant to subsections 2 and 3 using security officers on their days off or past their regular tours of duty. Notwithstanding anything to the contrary set forth in subsections 1 and 2, the Overtime Rate shall be paid by the County for only those hours worked in excess of a regular weekly tour of duty. Any and all requests by Contractor for overtime compensation must be accompanied by payroll documentation showing payments to security personnel for overtime hours directly attributable to the request by the County for coverage pursuant to subsection 1 or 2.

**B. METHOD OF BILLING AND PAYMENT**

1. Payment will be made after services have been rendered, accepted and properly invoiced. Contractor shall not be paid for work not authorized by County.
2. All Invoices paid using purchase order must be submitted electronically to and received by Broward County Accounting Division at

[accountspayable@broward.org](mailto:accountspayable@broward.org) with a courtesy copy sent to each County Using Agency Representative.

3. The County may utilize the option to request and remit payment for services by Purchasing Card (P-Card).
  - a. Contractor will not impose any additional charges for using P-Card.
  - b. There will be no minimum order amount for P-Card purchases.
  - c. All amounts charged per contract pricing; no other charges will be accepted.
  - d. All invoices paid using P-Card must be emailed to the designated User Agency Representative identified on the purchase order or work order authorization.
4. Contractor must submit invoices for payment on a weekly basis; with a separate invoice being provided for services provided to each County Using Agency (NOTE: Broward County may have approximately 20 different user agencies requesting services for approximately 50 different locations).
5. Payment for completed services will be made on a monthly basis, upon receipt of a proper invoice and required supporting documentation.
6. The invoice shall be legible and must include the following:
  - a. Broward County Purchase Order Number
  - b. Broward County Contract Number and Title
  - c. Work Order/Request Number (if applicable)
  - d. Project Coordinator's Name, Telephone Number, Signature, and name of Requesting Agency (i.e. Facilities Management Division)
  - e. Date(s) of Service
  - f. Detailed description and location of work performed including Broward County Using Agency (i.e. Facilities Management Division) requesting work, purpose of work (i.e. Broward County Commission Meeting), security guard classification and equipment used
  - g. Number of hours worked, labor/unit rates and extension of each (totals)
  - h. Names of the Subcontractor / Contractor's staff who completed the work
  - i. Contractor's Invoice Number; Invoice numbers should not be repeated or reused

7. When requested by Contract Administrator or the Using Agency, Contractor shall provide backup for past and current invoices that records hours and costs by employee category, equipment used, and Using Agency, including subcontractor hours and costs, so that total hours and costs by County Using Agency may be determined. Failure to provide backup documentation may result in the disallowance of payment for services.
8. Contractor must be able to track purchase orders received from each Broward County County Using Agency by purpose and location, submit invoices for payment on a weekly basis, and coordinate follow-up with Broward County User Agencies to ensure all invoices are paid.

**XII. ADDITIONAL LOCATIONS**

The County reserves the right to add shifts/locations or delete shifts/locations from this contract. Services are to be provided at the unit prices indicated on the Item Response Form. Quantities are not guaranteed.

**EXHIBIT A – Attachment 1**

**[USE IF AWARDED GROUP 1]**

**Broward County Security Guard Hours & Equipment – Group 1**

**Facilities Management Division and Other Agencies**

NOTE: Table summarizes estimates of hours and equipment for the contract period. Broward County may add or delete hours and equipment as needed. Quantities are not guaranteed.

<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 1 – Year 1*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	294,725	5,666
Class II Security Guard Officer - Overtime	3,583	65
Class III Security Guard Officer	154,173	3,260
Class III Security Guard Officer - Overtime	984	18
Site Supervisor	15,754	308
Project Manager	2,814	54
Golf Cart **(monthly, 6 carts needed at contract award)	10 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle**** (weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 1 – Year 2*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	324,197	6,233
Class II Security Guard Officer - Overtime	3,942	71
Class III Security Guard Officer	169,590	3,586
Class III Security Guard Officer - Overtime	1,082	19
Site Supervisor	17,330	339
Project Manager	3,096	60
Golf Cart **(monthly, 6 carts needed at contract award)	10 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle**** (weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 1 – Year 3*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	356,617	6,856
Class II Security Guard Officer - Overtime	4,336	78
Class III Security Guard Officer	186,549	3,945
Class III Security Guard Officer - Overtime	1,190	21
Site Supervisor	19,063	373
Project Manager	3,406	66
Golf Cart **(monthly, 6 carts needed at contract award)	10 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA

Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 1 – Year 4*</b>		
Description	Annual	Weekly
Class II Security Guard Officer	392,279	7,542
Class II Security Guard Officer - Overtime	4,770	86
Class III Security Guard Officer	205,204	4,340
Class III Security Guard Officer - Overtime	1,309	23
Site Supervisor	20,969	410
Project Manager	3,747	73
Golf Cart **(monthly, 6 carts needed at contract award)	10 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 1 – Year 5*</b>		
Description	Annual	Weekly
Class II Security Guard Officer	431,507	8,296
Class II Security Guard Officer - Overtime	5,247	95
Class III Security Guard Officer	225,724	4,774
Class III Security Guard Officer - Overtime	1,440	25
Site Supervisor	23,066	451
Project Manager	4,122	80
Golf Cart **(monthly, 6 carts needed at contract award)	10 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks

\* Estimated Hours include 10% Annual Increase in Hours

\*\* See Specifications and Requirements, VI.C.1 - 6 carts at contract award/4 provided with 60-day notice

\*\*\*See Specifications and Requirements, VI.C.2 - 2 bikes daily as requested for events

\*\*\*\*See Specifications and Requirements, VI.C.3 - 1 vehicle weekly as requested, 4 weeks annual estimate

**[USE FOLLOWING INSTEAD IF AWARDED GROUP 2]**

**Broward County Security Guard Hours & Equipment – Group 2**

**Libraries Division**

NOTE: Table summarizes estimates of hours and equipment for the contract period. Broward County may add or delete hours and equipment as needed. Quantities are not guaranteed.

<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 1*</b>		
Description	Annual	Weekly
Class II Security Guard Officer	47,581	915
Class II Security Guard Officer - Overtime	646	12
Class III Security Guard Officer	20,914	451

Class III Security Guard Officer - Overtime	160	3
Site Supervisor	1,910	38
Project Manager	250	5
Golf Cart **(monthly as needed)	1 carts per month	NA
Patrol Bike ***(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 2*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	52,339	1,007
Class II Security Guard Officer - Overtime	711	13
Class III Security Guard Officer	23,005	496
Class III Security Guard Officer - Overtime	176	3
Site Supervisor	2,101	42
Project Manager	275	6
Golf Cart **(monthly as needed)	1 carts per month	NA
Patrol Bike ***(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 3*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	57,573	1,108
Class II Security Guard Officer - Overtime	782	14
Class III Security Guard Officer	25,306	546
Class III Security Guard Officer - Overtime	194	3
Site Supervisor	2,311	46
Project Manager	303	7
Golf Cart **(monthly as needed)	1 carts per month	NA
Patrol Bike ***(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 4*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	63,330	1,219
Class II Security Guard Officer - Overtime	860	15
Class III Security Guard Officer	27,837	601
Class III Security Guard Officer - Overtime	213	3
Site Supervisor	2,542	51
Project Manager	333	8
Golf Cart **(monthly as needed)	1 carts per month	NA

Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle**** (weekly as requested)	NA	1 car per week / 4 weeks
Estimated Hours & Equipment for Security Guard Services for Group 2 – Year 5*		
Description	Annual	Weekly
Class II Security Guard Officer	69,663	1,341
Class II Security Guard Officer - Overtime	946	17
Class III Security Guard Officer	30,621	661
Class III Security Guard Officer - Overtime	234	3
Site Supervisor	2,796	56
Project Manager	366	9
Golf Cart **(monthly as needed)	1 carts per month	NA
Patrol Bike *** (daily as requested for events)	2 bikes per year	NA
Patrol Vehicle**** (weekly as requested)	NA	1 car per week / 4 weeks

\* Estimated Hours include 10% Annual Increase in Hours

\*\* See Specifications and Requirements, VI.C.1 - 1 cart provided with 60-day notice

\*\*\* See Specifications and Requirements, VI.C.2 - 2 bikes daily as requested for events

\*\*\*\* See Specifications and Requirements, VI.C.3 - 1 vehicle weekly as requested, 4 weeks annual estimate

**[USE FOLLOWING INSTEAD IF AWARDED GROUP 3]**

**Broward County Security Guard Hours & Equipment – Group 3**

**Parks and Recreation Division**

NOTE: Table summarizes estimates of hours and equipment for the contract period. Broward County may add or delete hours and equipment as needed. Quantities are not guaranteed.

Estimated Hours & Equipment for Security Guard Services for Group 3 – Year 1*		
Description	Annual	Weekly
Class II Security Guard Officer	73,000	1,404
Class II Security Guard Officer - Overtime	369	7
Class III Security Guard Officer	1,000	19
Class III Security Guard Officer - Overtime	91	2
Site Supervisor	100	2
Project Manager	100	2
Golf Cart **(monthly as needed)	1 cart per month	NA
Patrol Bike *** (daily as requested for events)	12 bikes per year	NA
Patrol Vehicle**** (weekly as requested)	NA	1 car per week / 4 weeks
Estimated Hours & Equipment for Security Guard Services for Group 3 – Year 2*		
Description	Annual	Weekly
Class II Security Guard Officer	80,300	1,544

Class II Security Guard Officer - Overtime	406	8
Class III Security Guard Officer	1,100	21
Class III Security Guard Officer - Overtime	100	2
Site Supervisor	110	2
Project Manager	110	2
Golf Cart **(monthly as needed)	1 cart per month	NA
Patrol Bike ***(daily as requested for events)	12 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 3 – Year 3*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	88,330	1,699
Class II Security Guard Officer - Overtime	447	9
Class III Security Guard Officer	1,210	23
Class III Security Guard Officer - Overtime	110	2
Site Supervisor	121	2
Project Manager	121	2
Golf Cart **(monthly as needed)	1 cart per month	NA
Patrol Bike ***(daily as requested for events)	12 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 3 – Year 4*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	88,330	1,699
Class II Security Guard Officer - Overtime	447	9
Class III Security Guard Officer	1,201	23
Class III Security Guard Officer - Overtime	110	2
Site Supervisor	121	2
Project Manager	121	2
Golf Cart **(monthly as needed)	1 cart per month	NA
Patrol Bike ***(daily as requested for events)	12 bikes per year	NA
Patrol Vehicle****(weekly as requested)	NA	1 car per week / 4 weeks
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 3 – Year 5*</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	88,300	1,699
Class II Security Guard Officer - Overtime	447	9
Class III Security Guard Officer	1,201	23
Class III Security Guard Officer - Overtime	110	2
Site Supervisor	121	2

Project Manager	121	2
Golf Cart <b>**</b> (monthly as needed)	1 cart per month	NA
Patrol Bike <b>***</b> (daily as requested for events)	12 bikes per year	NA
Patrol Vehicle <b>****</b> (weekly as requested)	NA	1 car per week / 4 weeks

\* Estimated Hours

\*\* See Specifications and Requirements, VI.C.1 - 1 cart provided with 60-day notice

\*\*\*See Specifications and Requirements, VI.C.2 - 12 bikes daily as requested for events

\*\*\*\*See Specifications and Requirements, VI.C.3 - 1 vehicle weekly as requested, 4 weeks annual estimate

**EXHIBIT A – Attachment 2**

**[USE IF AWARDED GROUP 1]**

**Broward County Security Guard Locations - Group 1  
Facilities Management Division and Other Agencies**

NOTE: List summarizes current service locations. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip	Comments
ACA01	Animal Care	ANIMAL CARE & REGULATION VariousLocations				Bi-monthly rabies clinics held on Saturdays
ACA01	Animal Care	ANIMAL CARE & REGULATION (SOUTH)	2400 SW 42 ST	DANIA BEACH	33312	
ECP01	Admin	GOVERNMENTAL CENTER WEST - BUILDING A & B	1 N UNIVERSITY DR	PLANTATION	33324	Monthly Hearings
ENV01	Admin	TREE TOPS PARK	3900 SW 100 TH AVE	DAVIE	33328	Hearings
ENV01	Admin	LONG KEY PARK	3501 SW 130 AVE	DAVIE	33330	Hearings
FLE01	Admin	FLEET SERVICE 3 & 4 (BLOUNT RD)	1600 BLOUNT RD	POMPANO BEACH	33069	Auctions
FMD01	Admin	GOVERNMENTAL CENTEREAST - GOVERNMENTAL CENTER	115 S ANDREWS AVE	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTEREAST - GOVERNMENTAL CENTER	115 S ANDREWS AVE	FT LAUDERDALE	33301	Monthly Commission Meetings
FMD01	Admin	GOVERNMENTAL CENTER EAST - 1200 GARAGE	151 SW 2 ST	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTER EAST - 350 GARAGE	101 SW 1 AVE	FT LAUDERDALE	33301	
FMD01	Admin	GOVERNMENTAL CENTER WEST - BUILDING A & B	1 N UNIVERSITY DR	PLANTATION	33324	
FMD01	Courthouse	WEST REGIONAL COURTHOUSE	100 N PINE ISLAND RD	PLANTATION	33324	
FMD01	Courthouse	SOUTH REGIONAL COURTHOUSE	3550 HOLLYWOOD BLVD	HOLLYWOOD	33021	
FMD01	Courthouse	BCJC - WEST BUILDING	201 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - EAST BUILDING	201 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - MIDRISE OFFICE BUILDING	540 SE 3 AVE	FT LAUDERDALE	33301	
FMD01	Courthouse	BCJC - SOUTH PARKING GARAGE	612 S ANDREWS AVE	FT LAUDERDALE	33301	
FMD01	Courthouse	STATE ATTORNEY (LTS BLDG)	16 SE 6 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	ADVOCATE BUILDING (LEASED)	315 SE 7 ST	FT LAUDERDALE	33301	
FMD01	Courthouse	NORTH REGIONAL COURTHOUSE	1600 W HILLSBORO BLVD	DEERFIELD BEACH	33442	

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FMD01	Courthouse	OFFICE OF JUSTICE SERVICES	624 NW 15 WAY	FT LAUDERDALE	33311	
FMD01	Human Srv	NANCY J. COTTERMAN CENTER (ADMIN)	408 NE 4 ST	FT LAUDERDALE	33301	
FMD01	Human Srv	ANNIE L. WEAVER HEALTH & FAMILY SUCCESS	2011 NW 3 AVE	POMPANO BEACH	33060	
FMD01	Human Srv	NORTH HOMELESS ASSISTANCE CENTER	1700 BLOUNT RD	POMPANO BEACH	33069	
FMD01	Human Srv	SOUTH REGION FAMILY SUCCESS CENTER	4733 SW 18 ST	WEST PARK	33021	
FMD01	Human Srv	EDGAR P. MILLS MULTI-PURPOSE CENTER	900 NW 31 AVE	FT LAUDERDALE	33311	
FMD01	Human Srv	NANCY J. COTTERMAN CENTER (SATC)	400 NE 4 ST	FT LAUDERDALE	33301	

**[USE FOLLOWING INSTEAD IF AWARDED GROUP 2]**

**Broward County Security Guard Locations - Group 2**

**Libraries Division**

NOTE: List summarizes current service locations. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

BC User Agency	Type	Description	Address	City	Zip
LBD01	Library	AFRICAN-AMERICAN RESEARCH LIBRARY & CULTURAL CENTER	2650 NW 6 ST	FT LAUDERDALE	33311
LBD01	Library	BEACH BRANCH	3250 NE 2 St	POMPANO BEACH	33062
LBD01	Library	CARVER RANCHES BRANCH LIBRARY	4735 SW 18 ST	WEST PARK	33023
LBD01	Library	CENTURY PLAZA / LEON SLATIN BRANCH	1856A W HILLSBORO BLVD	DEERFIELD BEACH	33442
LBD01	Library	DANIA BEACH PAUL DEMAIO BRANCH LIBRARY	ONE PARK AVE E	DANIA BEACH	33004
LBD01	Library	DAVIE/COOPER CITY BRANCH	4600 SW 82 AVE	DAVIE	33328
LBD01	Library	DEERFIELD BEACH PERCY WHITE BRANCH	837 E HILLSBORO BLVD	DEERFIELD BEACH	33441
LBD01	Library	FORT LAUDERDALE READING CENTER LIBRARY	1300 E SUNRISE BLVD	FT LAUDERDALE	33304
LBD01	Library	FOSTER PARK COMMUNITY CENTER (MICRO LIBRARY)	609 NW 6 AVE	HALLANDALE BEACH	33009
LBD01	Library	GALT OCEAN MILE READING CENTER	3403 GALT OCEAN DR	FT LAUDERDALE	33308
LBD01	Library	HALLANDALE BEACH BRANCH LIBRARY	300 S FEDERAL HWY	HALLANDALE BEACH	33009
LBD01	Library	HOLLYWOOD BEACH BERNICE P. OSTER BRANCH	1301 S OCEAN DRIVE	HOLLYWOOD	33019
LBD01	Library	HOLLYWOOD BRANCH LIBRARY	2600 HOLLYWOOD BL	HOLLYWOOD	33020
LBD01	Library	IMPERIAL POINT BRANCH	5985 N FEDERAL HWY	FT LAUDERDALE	33308
LBD01	Library	JAN MORAN COLLIER CITY LEARNING LIBRARY	2800 NW 9 CT	POMPANO	33069

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				BEACH	
LBD01	Library	LAUDERDALE LAKES BRANCH LIBRARY / EDUCATIONAL & CULTURAL CENTER	3580 W OAKLAND PAR	LAUDERDALE LAKE	33311
LBD01	Library	LAUDERHILL CENTRAL PARK LIBRARY & PERFORMING ARTS CENTER	3810 NW 11 PL	LAUDERHILL	33311
LBD01	Library	LAUDERHILL TOWN CENTRE LIBRARY	6399 W OAKLAND PAR	LAUDERHILL	33313
LBD01	Library	MAIN LIBRARY	100 S ANDREWS AVE	FT LAUDERDALE	33301
LBD01	Library	MARGATE CATHERINE YOUNG BRANCH	5810 PARK DR	MARGATE	33063
LBD01	Library	MIRAMAR BRANCH LIBRARY & EDUCATION CENTER	2050 CIVIC CENTER PL	MIRAMAR	33025
LBD01	Library	NORTH LAUDERDALE SARANIERO BRANCH LIBRARY	6901 KIMBERLY BLVD	NORTH LAUDERDA	33068
LBD01	Library	NORTHWEST BRANCH LIBRARY	1580 NW 3 AVE	POMPANO BEACH	33060
LBD01	Library	NORTHWEST REGIONAL LIBRARY	3151 N UNIVERSITY D	CORAL SPRINGS	33065
LBD01	Library	PEMBROKE PINES / WALTER C YOUNG RESOURCE CENTER LIBRARY	955 NW 129 AVE	PEMBROKE PINES	33028
LBD01	Library	POMPANO BEACH LIBRARY & CULTURAL CENTER	50 W ATLANTIC BLVD	POMPANO BEACH	33060
LBD01	Library	RIVERLAND BRANCH LIBRARY	2710 DAVIE BLVD	FT LAUDERDALE	33312
LBD01	Library	SOUTHWEST REGIONAL LIBRARY	16835 SHERIDAN ST	PEMBROKE PINES	33331
LBD01	Library	STIRLING ROAD BRANCH	3151 STIRLING RD	HOLLYWOOD	33312
LBD01	Library	SUNRISE DAN PEARL BRANCH LIBRARY	10500 W OAKLAND PA	SUNRISE	33351
LBD01	Library	TAMARAC BRANCH LIBRARY	8701 W COMMERCIAL	TAMARAC	33311
LBD01	Library	TYRONE BRYANT BRANCH LIBRARY	2230 NW 21 AVE	FT LAUDERDALE	33311
LBD01	Library	WEST REGIONAL LIBRARY	8601 W BROWARD BL	PLANTATION	33324
LBD01	Library	WESTON BRANCH LIBRARY	4205 BONAVENTURE B	WESTON	33333
LBD01	Library	YOUNG AT ART MUSEUM / BROWARD COUNTY LIBRARY	751 SW 121 AVE	DAVIE	33325

**[USE FOLLOWING INSTEAD IF AWARDED GROUP 3]**

**Broward County Security Guard Locations - Group 3**

**Parks and Recreation Division**

NOTE: List summarizes current service locations for Broward County Parks and Recreation Division. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.					
BC User Agency	Type	Description	Address	City	Zip
PRA01	Park	Anne Kolb Nature Center	751 Sheridan Street	Hollywood	33019
PRA01	Park	Boaters Park	W Anglers Ave	Dania Beach	33312
PRA01	Park	Boulevard Gardens Community Center	313 NW 28th Terrace	Ft. Lauderdale	33311
PRA01	Park	Brian Piccolo Sports Park & Velodrome	9501 Sheridan St	Cooper City	33024
PRA01	Park	CB Smith Park	900 N. Flamingo Rd	Pembroke Pines	33028

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PRA01	Park	Carpenter House / Marince Environmental Ed Center	4414 Surf Rd	Hollywood	33019
PRA01	Park	Central Broward Park & Broward County Stadium	3700 NW 11th Place	Lauderhill	33311
PRA01	Park	Crystal Lake Sand Pine Scrub	3299 NE 3rd Ave	Pompano Beach	33064
PRA01	Park	Deerfield Highlands Nature Preserve	701 NE 41 St	Deerfield Beach	33064
PRA01	Park	Deerfield Island Park	1720 Deerfield Island Park	Deerfield Beach	33441
PRA01	Park	Dillard Green Space	2699 W. Sunrise Blvd	Ft. Lauderdale	33311
PRA01	Park	Easterlin Park	1000 NW 38th St.	Oakland Park	33309
PRA01	Park	Broward County Education Extension	3245 College Ave	Davie	33314
PRA01	Park	Everglades Holiday Park - Main Bldg, Campground Restroom, Office Trailer	21940 Griffin Road	Ft. Lauderdale	33332
PRA01	Park	Fern Forest Nature Center	201 Lyons Road	Coconut Creek	33063
PRA01	Park	Franklin Park	2501 Franklin Park Dr	Ft. Lauderdale	33311
PRA01	Park	Green Park	4400 N Ocean Dr	Hollywood	33019
PRA01	Park	Hawksbill Park	5200 N Ocean Dr	Hollywood	33019
PRA01	Park	Helene Kleine Pineland Reserve	4701 W Hillsboro Blvd	Coconut Creek	33073
PRA01	Park	Herman and Dorothy Shooster Nature Preserve	740 SW 64 Terrace	Margate	33068
PRA01	Park	Highlands Scrub Natural Area	4050 N. Dixie Hwy	Pompano Beach	33064
PRA01	Park	Hillsboro Pineland Natural Area	5591 NW 74th Place	Deerfield Beach	33073
PRA01	Park	Hollywood North Beach Park	3601 N. Ocean Drive	Hollywood	33019
PRA01	Park	Kemp's Ridely Park	4918 N Ocean	Hollywood	33019
PRA01	Park	Lafayette Hart Park	2851 NW 8th Road	Ft. Lauderdale	33311
PRA01	Park	Leatherback Park	4398 N Ocean Drive	Hollywood	33019
PRA01	Park	Loggerhead Park	4008 N Ocean Drive	Hollywood	33019
PRA01	Park	Long Key Natural Area and Nature Center	3501 SW 130 Ave	Davie	33330
PRA01	Park	Markham Park	16001 W. State Rd 84	Sunrise	33326
PRA01	Park	Military Trail Natural Area	4600 NW 9th Ave	Deerfield Beach	33064
PRA01	Park	Miramar Pineland	3600 S University Dr	Miramar	33026
PRA01	Park	Parks and Rec. Division, Admin. Offices (North/South Building)	950 NW 38th Street	Oakland Park	33309
PRA01	Park	Pine Island Ridge Natural Area	3900 SW 100 Ave	Davie	33328
PRA01	Park	Plantation Heritage Park	1100 S. Fig Tree Lane	Plantation	33317
PRA01	Park	Quiet Waters Park	401 S. Powerline Rd	Deerfield Beach	33442
PRA01	Park	Reverend Samuel Delevoe Memorial Park	2520 NW 6th Street	Ft. Lauderdale	33311
PRA01	Park	Roosevelt Gardens Park	2841 NW 11th Street	Ft. Lauderdale	33311

**EXHIBIT B**  
**Payment Schedule**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Hourly services or equipment shall only be invoiced upon satisfactory completion of the applicable service or delivery of equipment as evidenced by written approval by the Contract Administrator. The invoice amount shall be the Total Deliverable Amount.

**Table A: Hourly Services/Equipment Payments**

**[USE IF AWARDED GROUP 1]**

<b>Group 1 FMD and Other Agencies</b>	<b>Year 1</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 1 FMD and Other Agencies</b>	<b>Year 2</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 1 FMD and Other Agencies</b>	<b>Year 3</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>

Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 1 FMD and Other Agencies</b>	<b>Year 4</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 1 FMD and Other Agencies</b>	<b>Year 5</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

**[USE IF AWARDED GROUP 2]**

<b>Group 2 Libraries Division</b>	<b>Year 1</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour

Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 2 Libraries Division</b>	<b>Year 2</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 2 Libraries Division</b>	<b>Year 3</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 2 Libraries Division</b>	<b>Year 4</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour

<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 2 Libraries Division</b>	<b>Year 5</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

**[USE IF AWARDED GROUP 3]**

<b>Group 3 Parks and Recreation Division</b>	<b>Year 1</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 3 Parks and Recreation Division</b>	<b>Year 2</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month

Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 3 Parks and Recreation Division</b>	<b>Year 3</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 3 Parks and Recreation Division</b>	<b>Year 4</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

<b>Group 3 Parks and Recreation Division</b>	<b>Year 5</b>
<b>Staff/Personnel</b>	<b>Rate per Hour</b>
Class II Security Officer, Regular Business Hours	\$___/hour
Class II, Overtime Hours	\$___/hour
Class III Security Officer, Regular Business Hours	\$___/hour
Class III Security Officer, Overtime Business Hours	\$___/hour
Site Supervisor, Regular Business Hours	\$___/hour
Project Manager, Regular Business Hours	\$___/hour
<b>Equipment</b>	<b>Rate per Unit of Measure</b>
Golf cart	\$___/month
Patrol Bike	\$___/day
Patrol Vehicle	\$___/week

Broward County Board of  
County Commissioners

**EXHIBIT C**  
**Minimum Insurance Requirements**

Broward County Board of  
County Commissioners

Bid GEN2119058P1

INSURANCE REQUIREMENTS

Project: Security Guard Services  
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A		Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	☑	☑	Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.  <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

*Colleen A. Pounall*  
Digitally signed by  
COLLEEN A. POUNALL  
Date: 2020.08.26  
13:21:50 -0400  
Risk Management Division

**EXHIBIT D**  
**CBE Subcontractor Schedule and Letters of Intent**

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

**EXHIBIT E**  
**BUSINESS ASSOCIATE AGREEMENT BETWEEN**  
**BROWARD COUNTY, FLORIDA AND \_\_\_\_\_**

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and \_\_\_\_\_, with its principal office located at \_\_\_\_\_ (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

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

**Section 1: Definitions**

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;

- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

### **Section 2: Effective Dates**

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the "Effective Date").

### **Section 3: Confidentiality**

County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

### **Section 4: Obligations and Activities of Business Associate**

#### Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed

only for the purposes for which it was disclosed to the third party or as required by law;  
(ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and  
(iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

#### Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10)

business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised

c. the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

d. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

#### Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

### Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

### **Section 5: Obligations of County**

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

### **Section 6: Term and Termination**

6.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

#### **Section 7: Miscellaneous**

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA,  
AND BUSINESS ASSOCIATE \_\_\_\_\_**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

COUNTY, by and through  
its County Administrator

By \_\_\_\_\_  
County Administrator

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

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center,  
Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Assistant County Attorney (Date)

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA, AND BUSINESS ASSOCIATE \_\_\_\_\_**

**BUSINESS ASSOCIATE**

BUSINESS ASSOCIATE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of physical presence or online notification this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of the.

Personally Known OR Produced  
IdentificationType of Identification  
Produced

\_\_\_\_\_  
Print Name:  
Notary Public,  
State of  
Commission No.

Commission Expires:

**EXHIBIT F**  
**Certification of Payments to Subcontractors and Suppliers**

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

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

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

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

Contractor

By \_\_\_\_\_

(Signature)

By \_\_\_\_\_

(Name and Title)

STATE OF )

)

COUNTY OF )

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

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY SEAL

My commission expires:

## **EXHIBIT G**

### **Security Requirements**

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

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

#### **B. General Facilities:**

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

County Security at least two

5. (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
6. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
7. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
8. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
9. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access

Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
  
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules

or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

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

escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection 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 Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

**H. Water and Wastewater Services (WWS):**

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may

be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

**I. Additional Security Requirements for Parks and Recreation:**

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have

been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty- eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

## LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

### For Invitation for Bids:

To be eligible for the Local Preference best and final offer (“BAFO”) and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

### For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County’s written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

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The undersigned Vendor hereby certifies that (check the box for only one option below):

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

If Option 1 selected, indicate **Local Business Location**:

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

Broward County Board of  
County Commissioners

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
  - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - ii. in an area zoned for the conduct of such business,
  - iii. that the Vendor owns or has the legal right to use, and
  - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

**Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
  - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
  - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
  - iii. in an area zoned for the conduct of such business,
  - iv. that the Vendor owns or has the legal right to use, and
  - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor

Broward County Board of  
County Commissioners

certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

- Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business (es)** (each Local Business must comply with all of the requirements stated in Option 1) is  % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is  % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is  % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

- Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

**Required Supporting Documentation** (in addition to this form): Option 1 or 2 (**Local**

**Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (**Locally Based Subsidiary**)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.

Broward County Board of  
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3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

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

**Indicate Local Business Location:**

**True and Correct Attestations:**

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

## Security Requirements

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

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

### B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

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

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

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to- search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

**H. Water and Wastewater Services (WWS):**

- 1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
- 2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
- 3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
- 4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

**I. Additional Security Requirements for Parks and Recreation:**

- 1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

Broward County Board of  
County Commissioners

**INSURANCE REQUIREMENTS**

Project: Security Guard Services  
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable  <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made  <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>  <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A		Each Claim:	<b>\$1,000,000</b>	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.  <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	<b>Completed Value</b>
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<p><u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.</p>					

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

 Digitally signed by  
COLLEEN A. POUNALL  
Date: 2020.08.26  
13:21:50 -04'00'  
Risk Management Division

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

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

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

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

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

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle:  Yes or  No

If Common Carrier (indicate carrier):

Other:

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

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

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

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

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

Revised May 1, 2021

## Question and Answers for Bid #GEN2119058R1 - RFQ Two-Step - General Security Guard Services at Various County Facilities

### Overall Bid Questions

There are no questions associated with this bid.