

Solicitation TRN2122974P1

Transit Advertising Program

Bid Designation: Public



Broward County Board of County Commissioners

Bid TRN2122974P1 Transit Advertising Program

Bid Number **TRN2122974P1**
Bid Title **Transit Advertising Program**

Bid Start Date **In Held**
Bid End Date **Oct 27, 2021 2:00:00 PM EDT**
Question &
Answer End Date **Oct 18, 2021 5:00:00 PM EDT**

Bid Contact **Peggy Cadeaux**
Purchasing Agent Sr.
Purchasing Division
954-357-6066
pcadeaux@broward.org

Bid Contact **Sonia Lovett**
Purchasing Manager
Purchasing Division
954-357-8506
slovett@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**

Bid Comments **Scope of Services: Scope includes the furnishing of all labor, materials, equipment, services and incidentals to select a firm to provide advertising services that generates revenue from the sale of commercial advertising on the Broward County (County) Transportation Department's (BCT) vehicles and facilities in a manner acceptable to the County.**

Goal Participation: This solicitation is open to the general marketplace.

Enterprise Technology Services Requirements: Firm will be required to comply with County's ETS Security and Compliance Requirements included in this RFP. In addition, Firm will be required to complete the Vendor Security Questionnaire included in this RFP for Professional Services and for any Software-as-a-Service that will be provided by Firm or that Firm will provide County access to in connection with the Services. The County's ETS Security and Compliance Department will continue to be involved and made aware of any security-related changes to this RFP and may request additional information and/or have additional requirements the successful Vendor must comply with.

Federal Transit Administration Requirements: Proposers are required to complete Exhibits 5 and 7 found in Federal Transit Administration Funding Supplement Requirements and Certification and must be uploaded and submitted at the time of submittal in order to be responsive to the solicitation requirements.

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 S2G no later than Monday, October 18, 2021 by 5:00 p.m. ET. The County will respond to all questions via Periscope S2G.

Broward County Board of
County Commissioners

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. 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 S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.

Item Response Form

Item	TRN2122974P1--01-01 - Transit Advertising Program
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>MT0008</u> BROWARD COUNTY TRANSIT DIVISION (954)357-8480 1 N. UNIVERSITY DR. 3RD FLOOR INFORMATION SYSTEMS PLANTATION FL 33324 Qty 1

Description

The Minimum Annual Guarantee three (3) year total must be entered in the Item Response Form which will be considered in the final evaluation and rating of the Proposers.

Proposers must also fill out and submit the Revenue Generating Proposal which includes, the Minimum Annual Guarantee, Annual Net Collections in Excess of the Minimum Annual Guarantee, Media Trade Option, and Pricing Sheet and Rate Card form. Failure to submit the Revenue Generating Proposal with the Proposers' submittal will deem the Proposer NON-RESPONSIVE.

SCOPE OF SERVICES TRANSIT ADVERTISING PROGRAM

1. Summary:

- 1.1. The purpose of this solicitation is to select a Contractor to provide advertising services that generate revenue from the sale of commercial advertising on the Broward County (County) Transportation Department's (BCT) buses and facilities in a manner acceptable to County. BCT is a transit system with over 400 buses (**Table 1 – Eligible Bus Fleet**) that provides more than 29 million rides per year.

2. Purpose:

- 2.1. BCT Advertising Program contains traditional transit advertising opportunities that include interior and exterior commercial advertising spaces inside and outside of buses (**Table 1 – Eligible Bus Fleet**), and advertising at BCT facilities (**Table 2 - Transit Facilities**).
- 2.2. Contractor will be authorized to sell BCT approved advertising space as outlined herein.
- 2.3. Available bus advertising space includes interior media cards, on-board digital monitors, and such external graphic formats such as: Traditional Kong, Traditional King, and Traditional Queen. Advertising space is also available at transit terminals, transfer stations, and shelters. Other related traditional and non-traditional advertising opportunities will be considered on a case-by-case basis and are subject to BCT approval prior to installation. All advertising must comply with the Americans with Disabilities Act of 1990 (ADA) requirements.
- 2.4. There are two (2) 18-inch widescreen digital displays in each 35 foot, 40-foot, and 42-foot bus as well as digital displays at certain Transit Facilities. All advertisements must share digital display screen time with BCT public service announcements. Contractor will work with BCT to determine the best sequence of slides, layouts, and timing for advertisements and propose a cost structure, bundling, and provide ideas of how to present the content to customers.
- 2.5. Contractor shall develop BCT as an advertising franchise that returns an increasing amount of revenue through aggressive sale of available space market rates that significantly add to the revenue returned to both Contractor and BCT.

3. Available Space on Fleet and locations for ads:

- 3.1. Availability of exterior advertising space on dedicated buses, or any other advertising space may change during the agreement term for reasons including, but not limited to, the procurement of new buses, the retiring of old buses, acquisition or construction of transit facilities, and the implementation of new advertising opportunities by BCT. If BCT increases or decrease the size of its transit advertising inventory through a reduction or increase in Eligible Bus Fleet or at Transit Facilities of more than twenty percent (20%), the selected Contractor and BCT will renegotiate the compensation terms of the agreement for all affected advertising elements.
- 3.2. Space Available for Advertising:

Table 1 – Eligible Bus Fleet

Bus Size	Number of Buses	Type of External Advertising	Internal Advertising	On-Board Digital Displays
35'	27	Traditional Kong, Traditional King, Traditional Queen	Placard	54
40'	172	Traditional Kong, Traditional King, Traditional Queen	Placard	42
42'	24	Traditional Kong, Traditional King, Traditional Queen	Placard	0
60'	42	Traditional Kong, Traditional King, Traditional Queen	Placard	0

- 3.3. Express Buses, Bus Rapid Transit buses, and branded routes are not available for external advertising. All buses in the Eligible Bus Fleet with space for internal advertising are available for internal advertising.
- 3.4. New buses added to the fleet, if deemed available for advertising, will be available 60 days after being put into service on BCT routes.

Table 2 – Transit Facilities

Transit Facilities	Address	Types of Advertising
Broward Transit Center	101 N.W. 1 st Avenue Broward Boulevard Fort Lauderdale, FL 33004	Digital 1
Northeast Transit Center	304 Dr. Martin Luther King Jr. Boulevard Pompano Beach, FL 33311	Digital 2
Lauderhill Mall Transfer Center	1267 North State Road 7 Lauderhill, FL 33313	Digital 2
West Regional Transfer Centers	100 North Pine Island Road Plantation, FL 33324	Digital 0
BCT Maintained Bus Shelters	Various locations	Limited Options for print.

4. Minimum Annual Guarantee, Percentage Split, and Media Trade Options:

- 4.1.1. Contractor will pay to County, in twelve (12) monthly installments, a Minimum Annual Guarantee. After the initial three-year term of agreement, the Minimum Annual Guarantee will be negotiated and determined prior to each renewal term.
- 4.1.2. In addition to the Minimum Annual Guarantee, Contractor will pay to County additional funds based on a tiered Percentage Split of Contractor's actual Net Collections. Net Collections is defined as gross Advertising revenues that are received by Contractor in connection with the Services less the cost of sales. "Cost of sales" for purposes of this Agreement is limited to production charges. If the Contractor's actual Net Collections exceed the Minimum Annual Guarantee paid to County for that year, Contractor shall pay County the difference between the Percentage Split and the Minimum Annual Guarantee. No later than thirty (30) days after the end of each Contract Year, Contractor shall provide County with a reconciliation of its actual Net Collections and remit to the County the difference between the Percentage Split and the Minimum Annual Guarantee. This payment is in addition to the Minimum Annual Guarantee monthly payments to the County. See **Exhibit 1** for detail on the calculation of Percentage Split.
- 4.1.3. Contractor shall provide Media Trade Options in an amount no less than \$250,000. Media Trade Options may be used by BCT to advertise in various forms of media, such as radio, television, internet, print, electronic, or digital to promote transit and transit related goods and services from public, non-profit, and civic organizations and various for-profit organizations and media outlets. Contractor will work with media outlets to get the best media trade agreements possible and provide those offers to the Contract Administrator or designee those options.

5. Sales Plan: Within sixty (60) days after Notice to Proceed, Contractor shall submit a detailed Sales Plan to BCT, based upon the Technical Proposal outlined in the Special Instructions to Vendor, which includes the following:

- 5.1. A description of the business/sales strategies Contractor will implement to maximize revenues from international, national, regional, and local advertisers and sell advertising with the goal of achieving the maximum utilization of all space available for sale.
- 5.2. Detail of the approach to different demographic, psychographic, and socioeconomic profiles of markets within BCT's service area and the Broward County Geographic Market footprint and the special opportunities that these markets present.
- 5.3. The potential for opportunities such as cross promotions or merchandising with advertisers, how national sales will be handled, and the personnel responsible for national, regional, and local sales and the offices where these individuals will be located.
- 5.4. The unique features of the Broward County market and actions that will be taken to ensure that sales will be maximized throughout BCT's service area.
- 5.5. Contractor's best creative sales strategies will be employed to maximize revenues.
- 5.6. Explanation of the types of marketing/sales materials that will be developed to support the sales activity and any advertising or other forms of marketing; current internal research, primary, secondary or third-party research; trade publications; and other methods employed to maximize revenue and that will be used to influence media buyers or other persons of decision-making

capacity to consider BCT advertising. Include sales personnel inside sales quotas, outside sales quotas, cold call solicitation quotas, revenue quotas, on both an individual and collective sales basis, as well as rationalization as to the quotas imposed and timing of review of said goals (i.e., weekly, monthly, quarterly).

- 5.7. List of all current proprietary, primary, secondary, or related third-party research Contractor currently subscribes and how it will be used to procure BCT advertising business. Any primary, secondary, or third-party research, or otherwise that is to be obtained by Contractor should be listed separately.
- 5.8. Disclosure of the cost of any current or procurement of any additional research Contractor deems necessary only if it is being included in any BCT advertising rate plans.

6. Advertising Guidelines:

- 6.1. BCT buses operate on all routes and cannot be confined to targeted or specific geographic locations. Therefore, advertising on buses cannot be designated for certain areas. Advertising purchasers should not be led to believe, under any circumstances, that their advertising can be route specific.
- 6.2. Prior approval from BCT is required for all advertising, exhibit material, announcements, or any other communications displayed and/or exhibited on its buses or its owned, leased, or managed facilities. Defamatory, libelous, slanderous, obscene, religious, political, tobacco, alcohol, human reproduction/sexuality products or services, adult-oriented goods or services, nudity, demeaning or disparaging words, profanity, and firearms advertising are prohibited. In addition, violence, unlawful goods or services, unlawful conduct, and advertising that depicts potential danger are prohibited. Final determination about prohibited advertising shall be at the sole discretion of BCT. Any communication that fails to meet Broward County's advertising standards as set forth in the Transit Advertising Program Agreement ("Agreement") and the Broward County Advantage Marketing Program, will not be approved for display on BCT fleet, or other property. Refer to **Exhibit 4 - Advantage Marketing Program Standards and the Agreement**.
- 6.3. Contractor shall comply with generally accepted industry standards with respect to good taste, applicable laws, regulations, and other applicable governmental requirements, including truth in advertising, copy rights and trademarks.
- 6.4. A single Contractor representative shall be designated as the point of contact to answer any inquiries, troubleshoot any problems, resolve any issues and be the general liaison for any communication between BCT and Contractor. Said person must be accessible during regular business hours (8:30 am to 5:00 pm EST) and must provide to BCT two (2) reliable telephone numbers for contact.
- 6.5. All installations must be scheduled through BCT.
- 6.6. Contractor's designated representative shall be responsible for submitting all proposed advertising to BCT's Contract Administrator or designee for review, approval, or disapproval. BCT will review and provide feedback within 10 business days. Contractor is responsible for the cost associated with bus preparation and maintenance of the bus after ads have been removed.
- 6.7. Any advertisements that are posted without pre-approval and are later determined not to be in compliance with BCT standards shall be removed by Contractor at the direction of and at no cost to BCT and within twenty-four (24) hours of the date/time of BCT's written notice to Contractor.

- 6.8. At no time will BCT allow for its advertising space to be subdivided or resold by any parties other than Contractor and its designated sales agents without the express written consent of BCT.
- 6.9. Unsold Advertising Space: BCT and other Broward County departments may use any unsold interior advertising space. Contractor will be required to notify BCT two (2) weeks in advance of any remaining unsold advertising space. BCT may provide Contractor with artwork to be produced and placed on buses. BCT will pay the production cost for advertising materials (fees should be indicated on the proposed Price Sheet). Installation and removal will be done at no cost to BCT.

7. Bus Staging:

- 7.1. BCT will not remove buses from scheduled service or in any way diminish quality of service to provide buses for staging which includes preparing buses for installation and maintenance of advertising elements. Contractor shall give notice to BCT's Contract Administrator or designee at least seventy-two (72) hours in advance of the staging event. The notice needs to include details such as the number of buses to be staged and each bus's identification/description number.

8. Labor and Cost of Service:

- 8.1. Contractor shall utilize its own labor to perform all work associated with the design, development, sales, installation, and maintenance of all advertising elements, at Contractor's expense.
- 8.2. Installation and production charges shall not be included in the calculation of net revenues provided to BCT.

9. Advertising Materials:

- 9.1. All materials to be used in the placement of advertising shall be of the highest industry standards and are subject to review and approval by BCT prior to installation.
- 9.2. Maintenance of advertisements shall be performed using industry standard practices. All work in and on BCT facilities shall be approved in advance by BCT and will be scheduled by BCT as requested by Contractor. At no time will Contractor schedule or perform advertisement maintenance that will impede or interfere with BCT operations.
- 9.3. When posting and re-posting advertising, scrap materials must be properly disposed. Under no circumstances shall scrap materials be left on BCT property.
- 9.4. Direct application materials shall not damage paint during application and removal. Contractor shall be responsible for the cost of labor and materials associated with reapplying any paint or stripping that has been peeled away due to the removal of advertising.
- 9.5. Advertising shall not interfere with or obstruct the emergency operations of the windows and doors. There shall be no cover over any windows of the bus including the operator area.

10. Safety:

- 10.1. Contractor's employees, agents, and subcontractors must check-in with BCT security before entering and upon leaving BCT facilities; wear BCT-issued identification cards at all times while on BCT property; and are subject to BCT's rules and regulations.
- 10.2. Contractor will be solely responsible for the health, safety, and protection of its employees, agents, and subcontractors during the performance of the work.

- 10.3. Contractor will be required to take all precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury caused by Contractor, its employees, agents, or subcontractors.
- 10.4. Contractor will be required to assess the need for and provide personal protection equipment to its employees, agents, and subcontractors as required for this work under Occupational Safety and Health Administration (OSHA) regulations; observe all OSHA regulations; and ensure that all personnel are properly trained to follow OSHA regulations, at Contractor's expense.

11. Damage to Fleet:

- 11.1. Contractor will assume all costs attributable to damage to the buses and facilities which result from placement, maintenance, and removal of advertisements or from any other actions performed by Contractor, its employees, agents, or subcontractors.
- 11.2. BCT will notify Contractor of damage to buses or facilities, in writing. Repairs to BCT buses and/or facilities may be made by BCT or its designee and the cost of such repairs will be paid by Contractor directly to BCT.

12. Access to Buses and Facilities:

- 12.1. BCT will provide to Contractor bus unit numbers assigned to each bus and a list of buses and facilities available for advertising. At the commencement of Contractor's contract with County, BCT will also provide a list of buses and facilities currently under contract with advertisers.

12.2. UPDATE AND DISPLAY OF DIGITAL CONTENT

12.2.1. InfoTransit: The InfoTransit system is a software package incorporated into the County's information technology network infrastructure and allows remote updating of advertising images. Plans to incorporate the InfoTransit system into our entire fixed route fleet are underway. Contractor will upload and manage content, approved by BCT, for the InfoTransit system in BCT's fixed route fleet. Contractor will upload content directly to the system after Contract Administrator's approval. The current bus inventory, with digital capability, is listed in **Table 1 – Eligible Bus Fleet**.

12.2.2. The following elements are included in InfoTransit:

12.2.2.1. Illuminator InfoTransit Software: InfoTransit has a Graphical User Interface ("GUI") to assist with scheduling, managing and the system.

12.2.2.2. Wireless Networking: The digital displays are updated via wireless system performing necessary file transfers between the digital sign and Illuminator's hosted solutions.

12.2.3. BrightAuthor: Contractor will upload and manage content, approved by BCT, for the MyRide Real Time digital displays/monitors located throughout transit facilities. The BrightAuthor software allows for the remote updating of advertising images. Contractor will upload content directly to the system after Contract Administrator's approval. The current transit facility locations for digital display inventory are listed in **Table 2 – Transit Facilities**. The following elements are included in BrightAuthor software:

12.2.3.1. BrightAuthor software has a Graphical User Interface ("GUI") to assist with scheduling and managing the system.

- 12.2.3.2. Networking: The digital displays are updated via remote access to the network performing necessary file transfers between the digital sign and the County's network.
- 12.2.3.3. ISR web service: this is a real-time schedule feed as a web service to display schedules on digital display/monitors.
- 12.2.3.4. Movie player software to display advertising messages and dynamic digital content.
- 12.2.4. The County, at its sole discretion, may elect to upload advertising content to the above-mentioned systems. County will have the right to preempt paid advertisements and announcements to disseminate messages on the InfoTransit System (e.g., bus video monitors) and Real time digital displays/monitors during declared emergencies and natural disasters.

13. Monthly Remittance and Reports:

- 13.1. The Minimum Annual Guarantee monthly payment must be accompanied by a report that includes the following:
 - 13.1.1. A list of active advertising contracts and their expiration dates,
 - 13.1.2. A list of all advertising spaces sold and unsold for the month,
 - 13.1.3. Gross billing for the month,
 - 13.1.4. Net Collections earned and received for the month for advertising spaces sold,
 - 13.1.5. Account balances including any past due accounts,
 - 13.1.6. Percentage and number of advertising space sold versus the total available advertising space; and
 - 13.1.7. A rolling total of the Percentage Split compared to the rolling total of Minimum Monthly Guarantee.
- 13.2. Provide electronic copies of all signed contracts and correspondence (including changes in process, lengths of contracts and cancellation notices) within a month of their execution.
- 13.3. Submit quarterly reconciliations with financial statements, in a form satisfactory to BCT within thirty (30) days of the end of each quarter which reflects Contractor's Net Collections.
- 13.4. Contractor shall submit an annual reconciliation of Net Collections with financial statements in a form satisfactory to County within thirty (30) days after the end of each Contract Year. Contractor shall report the annual income at the end of each Contract Year.
- 13.5. Contractor will be required to maintain all required records for three (3) years after the final payment by the Contractor to BCT. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 13.6. Contractor will permit BCT to inspect/audit all Contractor's records and financial data relevant to the Agreement during regular business hours maintained by Contractor, and at such other times upon ten (10) day's written notice.

13.7. Contractor shall provide BCT with a link or access to real-time electronic reports in Contractor's current reporting system. Access to reports shall include, without limitation:

13.7.1. A copy of each and every contract or agreement by the Contractor for advertising services and subcontracts, including without limitation, agency commission paid or unpaid including trade, bonus or free space and local and national agreements.

13.7.2. Transit Advertising Inventory usage on each bus, facility, or electronic device which includes the total sold and unsold space by type/location, total advertising space traded or bartered by type/location, and total reserved or unsold advertising space used by BCT or other County agencies by type/location.

13.7.3. Installations and removals of advertisements on each bus, facility, or electronic device including the name of the advertiser, advertising agency (if applicable), type of advertising display, quantity per type of advertisement installed and/or removed, date of installation and location (i.e., bus exterior, or bus interior, digital displays, or transit terminal).

13.7.4. Gross and net revenue billings.

14. Use of Advertisements: BCT shall have the right to make photographs and video of its buses and facilities upon which advertising is displayed, and to use such photographs and video for the promotion of BCT's transit system and services, without further consent of Contractor or of the advertisers. Contractor shall secure the consent and agreement of all advertisers to such use by BCT.

15. Reserved Free BCT Advertising Space: Contractor will be required to reserve 12 interior card spaces per bus; all brochure racks on board buses; twenty percent (20%) of exterior space for use by BCT; and twenty percent (20%) of digital advertising space, none of which are preemptible by Contractor. BCT will pay only the cost of production at the agreed upon price included on Contractor's Pricing Sheet. Installation and removal will be done at no cost for BCT advertising.

16. Media Trade: Contractor shall present potential media trade agreements to BCT for review and approval on a case-by-case basis. Media trade agreements shall not be replaced with sold space.

17. Acceptance of Existing Contracts: Contractor will be required to (i) accept assignment of any existing advertising contracts through the expiration dates of such contracts; and (ii) pay the previous Contractor assigning the contracts a twenty percent (20%) commission of the gross amount Contractor collects from such contracts for a period of six (6) months after assignment. A list of current contracts is available upon request from the Contract Administrator.

18. Assignment of Future Contracts for Advertising Space: At the end of the Agreement, Contractor shall immediately assign all existing advertising contracts to BCT or its designee. Contractor will be entitled to the payment of a twenty percent (20%) commission of the gross amount collected from such contracts for a period of six (6) months after transfer. For this purpose, Contractor shall not enter any contract with advertisers, which extends for more than the contract term without the express written permission of BCT. No payment shall be made to Contractor if the Agreement is terminated early.

19. Small Business Opportunities:

19.1. Federal funds were used to procure the buses and facilities utilized for this project; therefore, 49 CFR Part 26.3(d) is applicable to this project.

- 19.2 This project generates revenue utilizing federal assets; therefore, the Broward County Business Opportunity Act of 2012, Section 1-81.1(a)(1), the County Business Enterprise (CBE) Program is not applicable, and a CBE goal cannot be established on this project.
- 19.3 The Office of Economic and Small Business Development (OESBD) encourages Contractor to give full consideration to small business subcontractors to perform services under the contract. Contractor should present the small business opportunities during contract negotiations.

20. Security and Compliance:

- 20.1. BCT shall have the right to pre-approve each person Contractor or its subcontractor designates to (i) inspect, install, repair, maintain, or remove physical advertising materials, and (ii) upload and manage digital content. Contractor and its subcontractors shall comply with the Enterprise Technology Services (ETS) requirements and any other Broward County Security Requirements included in this RFP and the final written agreement between County and Contractor.

21. Additional Contractor obligations as provided in the Transit Advertising Program Agreement.

Exhibit 1 – Calculating County’s Percentage Split of Net Collections

Exhibit 2 – ETS Security and Compliance Requirement

Exhibit 3 – Vendor Security Questionnaire

Exhibit 4 – Advantage Marketing Program Standards

END OF SCOPE OF SERVICES

EXHIBIT 1
Calculating County's Percentage Split of Net Collections

See Section 4.1.2 of the Scope regarding the Percentage Split.

The calculation of the Percentage Split shall be determined by using the tiered percentage rates provided in the final Agreement executed by County.

The table and example below are provided illustrate the calculation of the Percentage Split due to County using the minimum tiered percentage rates (for illustration purposes only) applicable to the solicitation.

Percentage Split Calculation	
Annual Net Collection (for the then-current Contract Year)	Minimum Percentage Rates
\$0 to \$1,250,000.00	65%
>\$1,250,000	70%

Example of Percentage Split using the minimum tiered percentage rates:

Summary:	Month	Net Collections
	Jan-19	200,000.00
	Feb-19	210,000.00
	Mar-19	215,000.00
	Apr-19	220,000.00
	May-19	225,000.00
	Jun-19	230,000.00
	Jul-19	235,000.00
	Aug-19	240,000.00
	Sep-19	245,000.00
	Oct-19	250,000.00
	Nov-19	255,000.00
	Dec-19	260,000.00
	TOTAL	\$ 2,785,000.00

Annual Net Collection for Current Contract Year	Tiered Percentage Rate	Collection Amount	Annual Percentage Split
\$0 - \$1,250,000	65%	\$ 1,250,000.00	\$ 812,500.00
>\$1,250,000	70%	\$ 1,535,000.00	\$ 1,074,500.00

NET COLLECTION	\$ 2,785,000.00	\$ 1,887,000.00
Minimum Annual Guarantee (MAG)		\$ 1,000,000.00

Difference between Annual Percentage Split and MAG (To be paid to the County annually in addition to the MAG)	\$ 887,000.00
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EXHIBIT 2 - ETS SECURITY AND COMPLIANCE REQUIREMENTS

Additional Definitions.

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

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

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

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

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

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

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County’s network, with the exception of networks that are under Contractor’s complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;

- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

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

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

Managed or Professional Services. Contractor shall immediately (within one (1) day after the date of termination or separation) notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting

County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

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

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

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

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

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

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

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact

- PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
 - (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
 - (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
 - (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

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

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9. Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices, and standards.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.



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

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

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

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

Vendor Name:					
Vendor Type (Manufacturer, Reseller, Other? If Other, specify.):					
Technical Contact Name / Email Address:					
Product Name / Description:					
Solicitation Number and Title (If applicable):					
<p>For each applicable section, complete the matrix by using the dropdown option to select YES or NO. Use "Comments" section to provide as much explanation as possible to clearly support your response. Additional pages may be attached to provide further detail, but any attachments should be referenced in "Comments" section. Select "N/A" if a question within a given section is not applicable. IMPORTANT: Vendors must complete ATTESTATION SECTION at bottom of form using digital signature or pdf. Unsigned forms or incomplete forms will be returned.</p>					
SECTION 1: SOFTWARE-AS-A-SERVICE (SaaS) / HOSTING / APPLICATION DEVELOPMENT / MANAGED AND PROFESSIONAL SERVICES					
No.	Area	Question	<table border="1"> <tr> <th>YES/NO</th> <th>Vendor Response Comments</th> </tr> </table>	YES/NO	Vendor Response Comments
YES/NO	Vendor Response Comments				
1	REQUIRED: Will your organization provide SOFTWARE-AS-A-SERVICE (SaaS) ? REQUIRED: Will your organization provide HOSTING SERVICES ? REQUIRED: Will your organization provide APPLICATION DEVELOPMENT SERVICES ? REQUIRED: Will your organization provide MANAGED OR PROFESSIONAL SERVICES (UNSUPERVISED BY COUNTY PERSONNEL) ? (Note: "Managed or Professional Services" used herein refers to <u>unsupervised</u> (by County personnel) installation, configuration, and maintenance or monitoring of systems, applications or infrastructure related to your organization's proposed solution.)				
2					
3					
4					
STOP: If you selected NO for Questions 1 through 4 above, PROCEED TO SECTION 2.					
5	Supporting Documentation Provide the following: a) Workflow diagram of stored or transmitted information (for SaaS and Hosting Services only) b) Security / Network Architecture diagram (for SaaS and Hosting Services only) c) Secure Coding standard (for Application Development Services only) d) Application Security Program standard (for Application Development Services only)				
6					
7					
8					

Broward County Enterprise Technology Services
Vendor Security Questionnaire

Exhibit 3

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

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

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

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

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

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

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

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

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

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

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

Exhibit 3

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

SECTION 4: ATTESTATION SECTION - ALL VENDORS MUST FULLY COMPLETE AND SIGN THIS SECTION.	
I possess the authority to sign and act as an agent on behalf of this organization. I have read the above questionnaire in its entirety and responded in a truthful manner to the best of my ability.	
Vendor Name:	
Printed Representative Name:	
Printed Representative Title:	
Signature:	
Date:	

Exhibit 4



**BROWARD COUNTY
ADVANTAGE MARKETING
PROGRAM**

*Standards for building revenue-based and other creative
marketing opportunities*

Office of Public Communications
August 2009

Exhibit 4

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I. PURPOSE

The purpose of the Advantage Marketing Program is to encourage the use of traditional and non-traditional revenue-based opportunities and other creative marketing strategies to generate new revenues, enhance services, offset program costs, and enhance and expand educational outreach through relationships with private sector entities, not-for-profit organizations or other governments; and to set standards for implementation that protect the County's image and ensure an equitable exchange of promotional value. The Advantage Marketing Program's advertising and naming rights opportunities are not intended to provide a general public forum for purposes of communication, but rather to make use of County property held in a proprietary capacity in order to generate revenue for the County or obtain other good and valuable consideration.

II. OVERVIEW

Broward County is among a growing number of local governments looking to keep up with growing service demands in an environment that is experiencing reduced funding in most areas of the budget. The goal of this Advantage Marketing Program is to leverage County assets and property to generate revenue, offset program costs, create new programs and enhance and expand educational outreach.

The Advantage Marketing Program seeks to encourage the development of non-traditional marketing opportunities through the use of co-sponsors, private sector partnerships, naming rights, and other revenue-based marketing opportunities. Broward County benefits through increased revenues or reduced costs and marketing entities benefit from expanded exposure of their brand to the residents and visitors of Broward County as they use County facilities and services.

Successful marketing partnerships will take into consideration Broward County's unique cultural and diverse environment, community values and the desire to maintain the integrity of County government in the use of County facilities, services and programs.

III. GLOSSARY OF TERMS

The words and phrases defined in this section, wherever used in this Advantage Marketing Program ("Program"), shall have the meanings indicated below unless the context requires a different meaning:

Advertisement: "Advertisement," and any of its variants, and "advertising display" means the depiction or presentation on a sign, personal property, bench, fixed device or structure, publication, or electronic media of any name, work,

Exhibit 4

statement, message, drawing, picture, painting, mark, motto, symbol or figure for the purpose of calling attention to a business, trade, organization or activity or inducing directly or indirectly, the purchase or use of any specific item of commerce or trade.

Agency: “Agency” refers to any Broward County Office, Department, or Division under the jurisdiction of the Broward County Board of County Commissioners.

Board: “Board” refers to the Broward County Board of County Commissioners.

Co-Sponsorships: “Co-sponsorships” are funds, products, or services provided by a company, entity, or individual in consideration of the opportunity for the company, entity or individual to promote its name, product or service in conjunction with an event, program, venue, facility or activity.

Donations: “Donations” refer to contributions of cash, real property, tangible or intangible property, or other services where no direct benefit is derived by the donor.

In-Kind Exchange: “In-kind exchange” refers to any contribution by Broward County, a private sector entity or not-for-profit entity that is not cash or monetary in form and is exchanged as part of a sponsorship agreement or other arrangement as provided herein. In-kind exchanges can include, but are not limited to, employee labor, use of a facility, or use of services and equipment.

Market-Based Revenue Opportunities: “Market-based revenue opportunities” are initiatives by Broward County government to realize new revenues, defray existing costs or to improve public services through relationships with private sector entities, other governmental entities or not-for-profit organizations.

Naming Rights: “Naming Rights” and any of its variants means public recognition in a form, manner and duration determined by the Board in exchange for contributions of money, equipment, facilities, materials or other goods or services, or the giving of other forms of consideration.

Public Service Announcement: “Public Service Announcements” are advertisement placements that are given free of charge for the purpose of promoting public safety and public education messages.

Solicitation: “Solicitation” is meant to include any activity by a County employee or representative on behalf of Broward County undertaken to realize a monetary or in-kind benefit for the County.

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IV. ADVANTAGE MARKETING PROGRAM

A. GENERAL

1. The Advantage Marketing Program is hereby established to encourage the use of revenue-based and other creative marketing strategies to generate new revenues, enhance services, offset program costs, and expand and enhance educational outreach through relationships with public/private sector entities, not-for-profit organizations, or individuals; and to set standards for implementation that protect the County's image and ensure an equitable exchange of promotional value.
2. The Board reserves the right to suspend, modify, or revoke the application of any or all of the Program's policies promulgated herein as it deems necessary to comply with all applicable federal, state and local laws, to accommodate its primary responsibilities and to fulfill its goals and objectives.
3. In order to realize the maximum benefit, this Advantage Marketing Program must be managed in a manner which will not discourage the use of County facilities, amenities or educational materials and will not diminish the County's reputation in the community it serves or the goodwill of its patrons, and is consistent with the County's principal purpose of providing exceptional services and facilities essential to the quality of life in Broward County.
4. **Exemptions**
 - a. All Broward County agencies must comply with the policies set forth in this Advantage Marketing Program with the following exceptions:
 - The Broward County Greater Fort Lauderdale Convention & Visitors Bureau's (GFCVB) activities are conducted in accordance with Chapter 29 of the Broward County Administrative Code. With the exception of the Naming Rights provisions, GFCVB activities are exempt from this Advantage Marketing Program.
 - The Aviation Department and Port Everglades Department are exempt from the Advertising and Co-sponsorship sections of this Advantage Marketing Program as their activities are in accordance with Section 16.2 of the Broward County Administrative

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Code, federal regulations, and in partnership with the Greater Fort Lauderdale Convention & Visitors Bureau.

- b. All advertising, advertising displays, and naming rights shall comply with the guidelines as defined in this Advantage Marketing Program with the following exceptions:
 - It is not the intent of this Advantage Marketing Program to supersede County's existing contractual agreements.
 - It is not the intent of this Advantage Marketing Program to apply the prohibitions for paid advertising and naming rights as established herein, to exhibits or exhibitions in County facilities that are cultural in nature.
 - Broward County park concession areas and special event areas specifically authorized by permit or contract to vend alcoholic beverages are exempt from the advertising prohibition, whether paid or not, on alcohol.
- c. There are no Broward County agencies exempt from the naming rights provisions of the Advantage Marketing Program.

B. ADVERTISING

1. General

County agencies may, subject to the approval of the Board or the authority outlined herein, enter into agreements for selling the placement of advertising or advertising displays as described herein, within or upon County facilities or property, including parks and buses, on County owned land, in printed publications, electronic media, such as a web site, and other outdoor outlets.

The advertising opportunities are not intended to provide a general public forum for purposes of communication, but rather to make use of County property held in a proprietary capacity in order to generate revenue or obtain other good and valuable consideration for the County.

Advertising rights may also be approved as a means to solicit event or program co-sponsorships in exchange for cash, equipment, supplies, services, or other valuable consideration.

2. Advertising Placement

- a. Advertisements shall be placed in such a manner as to not impede the safety and convenience of the County's residents and visitors

Exhibit 4

and be in accordance with all applicable municipal and County codes and zoning laws.

- b. The County, in its discretion, may advertise within the County system for the purpose of promoting its own business, alone or in conjunction with other businesses or entities.
- c. Advertising or advertising displays for the purpose of generating revenue shall be prohibited in County owned natural or environmentally sensitive areas. Signage for naming rights is permissible.

3. Endorsements

No advertisement or commercial message shall suggest endorsement by or association with the County, unless specifically approved by the Board. An advertisement in a County publication, on the County's web site, in a County facility, on County property, or the County's sponsorship of an event does not constitute endorsement of any company, product or service by the County or its officers or employees. The County may choose to add or include the words "No advertisement shall suggest endorsement by or association with Broward County" or "A paid advertisement" may be added to any commercial messages or advertisements that, in the sole opinion of the County, might be confused with editorial matter.

4. Prohibitions When Selling Advertising or Naming Rights

- a. The County prohibits the selling of advertising or naming rights as provided below for the following reasons:
 - 1) The County believes the listed prohibitions will maximize advertising revenue. As an example, advertisers may not want to purchase advertising from an entity that carries ads for tobacco or alcohol, or ads that include demeaning or disparaging words, profanity, violence, etc.
 - 2) The County desires to maintain a position of neutrality on various subject matters, and desires to avoid even the appearance of non-neutrality.
 - 3) The County believes that without the listed restrictions, residents and visitors, such as those riding on a bus or gathering in other public venues, could be subject to violence. As an example, a bus ad could incite anger that resulted in violent behavior such as throwing a rock at a bus window, vandalism, etc.

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- b. The sale of advertisements or naming rights that promote or encourage the use of the following shall be prohibited:
- Tobacco. Advertisements or naming rights associated with or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.
 - Alcohol. Advertisements or naming rights associated with or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.
 - Human Reproduction/Sexuality Products and Services. Advertisements or naming rights associated with or which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.
 - Demeaning or disparaging words. Advertisements, names, or naming rights containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.
 - Profanity. Advertisements or names containing profane language.
 - Firearms. Advertisements or names containing an image or depiction of a firearm.
 - Violence. Advertisements or names containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.
 - Unlawful goods or services. Advertisements or naming rights which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

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- Unlawful conduct. Advertisements or naming rights which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.
- Obscenity or Nudity. Advertisements or naming rights which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Florida Statutes, as may be amended from time to time.
- Endorsement. Advertisements or naming rights which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.
- “Adult”-oriented goods or services. Advertisements or naming rights which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- Potential Danger. Advertisements or naming rights which contain the word “stop,” “drive,” “danger” or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.
- Religion. Naming rights associated with or which may be associated with a religious organization.

5. Advertising in Publications

Brochures, magazines, flyers, booklets and other printed documents produced by Broward County may contain advertising or promote a sponsor of the printed document to offset the costs of the publication. All advertising shall be in accordance with the advertising standards and guidelines listed herein.

The size and quantity of advertisements contained within a publication should be in proportion to the size of the publication, shall not diminish the purpose of the publication or hinder the reader’s ability to determine that the publication is a service of the Broward County Board of County Commissioners.

6. Web Site Advertising

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The Broward County web site (www.broward.org and related servers) represents the Broward County Board of County Commissioners and all agencies under its jurisdiction. If the County desires to sell advertisements on its web site in the future, the sale of advertisements must be coordinated through a centralized program that encompasses the entire web site. A web site advertising program shall be approved by the Board and managed by the Office of Public Communications.

7. Event Advertising

There may be occasions where it is in the best interest of the County to allow an entity holding an event within the County to advertise the event consistent with the advertising guidelines in this Program, without payment of any fees for said advertisement, subject to approval of the applicable Director of the County agency or designee.

The entity shall make a request for advertising opportunities, in writing, to the County agency Director or designee. The entity will be responsible for the cost of installing, repairing, or replacing the advertisement. The County agency Director shall establish the amount of advertising, placement and duration based upon the type, size of the event, and the projected attendance.

8. Public Service Announcements

Public Service Announcements will be permissible when all efforts to generate revenue through paid advertising have been exhausted and space is available. Public Service Announcements will be limited to those which promote a public purpose by enhancing or promoting a county program or service; support a stated County Commission goal; or support another governmental entity's program or services.

9. Advertising Agreements

a. Approval

- Contractual agreements for the sale of advertising require Board approval. All agreements will be reviewed by the County Attorney's Office for form and inclusion of required contract language including, but not limited to, liability and indemnification.

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- Advertising agreements may establish an advertising program and delegate authority to a Division Director, the Purchasing Director or the County Administrator for the on-going administration of the program including, but not limited to, approval of form agreements for various levels of award authority.

For example, the Parks and Recreation Division may want to establish an advertising program that permits the sale of banner advertising in County Parks. The contractual agreement for the banner advertising program must be approved by the Board. The banner advertising program would establish the procedures for the on-going implementation of the program such as delegating authority for approval of individual agreements or a standard form agreement for the on-going sale of banner advertising at established rates.

- In the event there is any question as to whether an advertisement meets the guidelines of this Advantage Marketing Program, the Agreement's Contract Administrator shall review the advertisement with the Director of the Office of Public Communications to ensure consistent application of the guidelines.

b. Liability

All advertising agreements shall address the liability to the advertiser resulting from advertisements, including the content (which includes text, photographs, representations, illustrations, sketches, maps, labels, trademarks or other copyrighted material), and the placement, installation and maintenance (including the actions to be taken in cases of graffiti, damage or defacement) of advertisements printed or placed in or on County property.

In the event the advertiser retains an advertising agency, the advertising agency and the advertiser shall be jointly liable to the County under the terms of any advertising agreement between the advertiser and the County.

In the event damage should occur to a vehicle, facility or property that displays an advertiser's or sponsor's graphic, logo or message, it will be the responsibility of the advertiser or sponsor to repair the damage to the satisfaction of the County

Exhibit 4

and to provide a replacement advertisement unless otherwise specified in the agreement.

10. Appeals

Any person or advertiser who wishes to appeal a decision by the County denying the placement of a paid advertisement or to file a complaint concerning this Program, shall submit such appeal or complaint, in writing, to the County Administrator's Office. The County Administrator or designee shall review the appeal or complaint and take such action, as deemed appropriate to resolve or decide the dispute. Such action or decision shall be consistent with the provisions of this Program.

C. NAMING RIGHTS

1. General

County agencies may, subject to approval of the Board, enter into agreements with private individuals, for-profit entities or not-for-profit organizations by selling naming rights within or on County owned real and personal property or for services and programs consistent with the guidelines herein, in exchange for cash, equipment, supplies, services, or other valuable consideration. The Board may tailor each naming rights agreement to specific or unique circumstances. Revenue-based naming rights shall comply with the standards provided in this Advantage Marketing Program.

2. Property, Facilities, Amenities and Services Available for Naming Rights

Structures, facilities, amenities, real and personal property, programs and services available for naming rights include, but are not limited to:

- Buildings and parts of buildings. Entire buildings may be considered for naming rights. Parts of buildings that may be considered for naming rights include, but are not limited to, entire floors, halls, and meeting rooms.
- Outdoor facilities. Examples of outdoor facilities that may be considered for naming rights include, but are not limited to: gardens, park areas, walkways, trails, athletic fields, basketball courts, aquatics facilities, scoreboards, picnic shelters, arenas, or any facilities which may be constructed in the future.
- Parks and natural areas may be considered for naming rights.

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- Programs and services. Programs and services may be considered for naming rights. Swim Central is an example of a program that may be considered for a naming right

3. Duration of Naming Rights

The duration of naming rights for structures, buildings, facilities, or portions thereof and other amenities within the County system shall be determined or negotiated on a case-by-case basis. Naming rights may be renewed by mutual agreement of the parties.

4. Transfer of Naming Rights

In the event naming rights are granted to a company or a company's brand which is acquired by another company, the County reserves the right to determine if the new company and its brand(s) meet the standards contained in this Advantage Marketing Program. The Board must approve any change in the name of the company or the company's brand that was previously granted naming rights.

5. New Building or Renovation of Existing Building

When the naming rights pertain to construction of a new building or renovation of an existing building, the donor will be required to furnish:

- a. More than fifty percent (50%) of the complete cost of new construction or
- b. Seventy-five percent (75%) of the complete cost of renovation.

6. Existing Facility or Building

When naming rights are considered for an existing facility or building, the following shall be included as part of the valuation criteria:

- a. Appraised value,
- b. Square footage,
- c. Exposure to the public,
- d. Marketability of the facility, and
- e. Surrounding venues.

7. Endowments

Consideration may be given to naming a building or a portion of an existing building for an endowment gift in an amount not less than One Hundred Thousand Dollars (\$100,000.00). The Board has the

Exhibit 4

authority to provide similar benefits to an endowment of a lesser amount provided it is understood by the donor that, within five (5) years from establishment of the endowment, the endowment shall equal the stated minimum of One Hundred Thousand Dollars (\$100,000.00).

Consideration may be given to lesser amounts for naming a portion of an existing building, such as meeting rooms and other smaller areas within a County facility.

8. Non-Revenue Generating Naming Rights

The Board may bestow naming rights for a deceased person or to an organization in recognition of a longstanding affiliation with the County without any financial consideration.

Proposals to name County property, a building, a structure, or a facility after a person or organization without any financial consideration must be placed on the County Commission's printed agenda at least one (1) month before it is presented to the Board for final approval. Community response is required to be solicited early in the naming process and the agenda item to the Board recommending the name shall include correspondence with a minimum of three (3) local cities, homeowner associations or other appropriate community groups advising the local community of the proposal and soliciting their input.

D. CO-SPONSORSHIPS

1. General

County agencies are encouraged to seek co-sponsorships of County events and programs that serve a public purpose to offset expenses, subject to the authority outlined herein. Examples include but are not limited to:

- Co-sponsorships that provide advertising and promotion of the event or program in exchange for co-sponsor recognition in County promotional materials.
- Co-sponsorships that provide services, food, facilities, monetary support or giveaways at an event in exchange for advertising the co-sponsor in promotional materials, signage, public acknowledgements, or other means.

2. Broward County Events or Programs

Exhibit 4

- a. Where Broward County seeks co-sponsorships for events or programs, employees must comply with the solicitation guidelines in this Advantage Marketing Program.
- b. Where co-sponsorships of Broward County events or programs are solicited, there must be a written document in the form of a sponsorship package or memorandum that clearly outlines the benefits a co-sponsor receives for each level(s) of monetary donation or goods and services received by the County. Benefits provided by the County can include, but are not limited to, advertising, signage, recognition, space at the event, or inclusion in event publications.
- c. In cases where the co-sponsorship includes in-kind exchanges, the value of goods or services shall be calculated and given the same level of benefits as a monetary donation. In-kind contributions are not defined as a gift or donation for purposes of Section 18.63 of the Broward County Administrative Code.
- d. Approvals:

Co-sponsorships Less Than (<) or Equal to (=) to \$5,000.00

Broward County events or programs where the total value of co-sponsorships is estimated to be equal to or less than Five Thousand Dollars (\$5,000.00) in total value (cash, in-kind services or goods) require Department Director or designated Division Director approval and must provide co-sponsor(s) a written sponsorship package or memorandum that defines level(s) of co-sponsor benefits.

Co-sponsorships Greater than (>) \$5,000.00 and < or = to \$30,000.00

Broward County events or programs where the total value of co-sponsorships is estimated to be greater than \$5,000.00 and less than or equal to Thirty Thousand Dollars (\$30,000.00) total value (cash, in-kind services or goods) require County Administrator approval. A notice of the co-sponsorship opportunity shall be posted on the Purchasing Division Web Site as a Request for Information and shall include a written sponsorship description that defines level(s) of co-sponsor benefits.

Co-sponsorships > than \$30,000.00

Broward County events or programs where the total value of co-sponsorships is estimated to be more than Thirty Thousand

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Dollars (\$30,000.00) require Board approval. A notice of the co-sponsorship opportunity shall be posted on the Purchasing Division Web Site as a Request for Information and shall include a written sponsorship description that defines level(s) of co-sponsor benefits.

- e. Consultants, architects, contractors or other vendors involved in the construction or remodeling of a County facility or amenity may co-sponsor groundbreaking and ribbon cutting ceremonies by contributing refreshments and other items intended to increase community good will, awareness or education in exchange for signage at the event acknowledging the contribution, subject to the approval of the Project Manager.
- f. Co-sponsorships between two (2) or more Broward County agencies are not subject to the above provisions.
- g. Co-sponsorships of a County event or program by a not-for-profit organization that was created for the specific purpose of supporting the mission of a designated County agency, such as a "Friends Group" or foundation, are not subject to the solicitation guidelines or co-sponsorship approval requirements in the Advantage Marketing Program. These types of co-sponsorships are subject to the annual co-sponsorship reporting requirements.

3. Private sector, not-for-profit organizations or other governmental entities events or programs

- a. Broward County may co-sponsor events or programs held by the private sector, not-for-profit organizations, or government entities as long as the event or program serves a public purpose in support of the mission of the County.
- b. Approvals:

Cash Co-sponsorships

Co-sponsorships where Broward County contributes cash require Board approval.

Co-sponsorships < or = to \$1,000.00

Co-sponsorships with a value less than or equal to One Thousand Dollars (\$1,000.00) may be approved by a Department Director where the co-sponsorship includes in-kind

Exhibit 4

services, goods, advertising displays, or contributions other than cash.

Co-sponsorships > \$1,000.00 and < or = to \$5,000.00

Co-sponsorships where Broward County's contribution is less than or equals Five Thousand Dollars (\$5,000.00) and includes in-kind services, goods, advertising displays, or contributions other than cash require the approval of the County Administrator or designee.

Co-sponsorships > \$5,000.00

Co-sponsorships with a value greater than Five Thousand Dollars (\$5,000.00) require Board approval.

- c. Events held in Broward County Parks that are regulated by event agreements or permits are not considered co-sponsorships for purposes of this Advantage Marketing Program unless so indicated in the agreement or permit.

4. Fundraising Events

- a. Broward County agencies may co-sponsor events or programs held by not-for-profit organizations or governmental entities seeking to fundraise in order to aid an individual(s) or other organization(s) in need due to a natural disaster, life-threatening or serious illness, untimely or accidental death or other charitable cause. A decision to co-sponsor an event or program will be determined by the County Administrator or the County Administrator's designee.
- b. A not-for-profit organization or governmental entity seeking the County's co-sponsorship of a fundraising event or program must furnish an Affidavit certifying that the proceeds from the fundraising event or program will go directly to the individual(s) or organizations(s) for which the event or program is being held. If a not-for-profit organization is established as a §501c(3) under the Internal Revenue Code, proof of same must be furnished to the County.
- c. Countywide fundraising initiatives that request the participation of all Broward County employees through payroll deduction or organized meetings and activities during County business hours shall be approved by the Board. Examples of this type of fundraising activity include the United Way and disaster relief efforts. Requests for co-sponsorships of these

Exhibit 4

types of fundraisers shall be directed to the Office of Public Communications.

- d. Broward County may advertise opportunities for volunteer participation to its employees for blood drives, food drives, bake sales, walks, and other similar types of fundraising activities. Employees can participate on a volunteer basis using their own resources and time. Providing this type of support to a not-for-profit organization or governmental entity engaged in fund raising is not considered a co-sponsorship of an event or program by Broward County.
- e. Broward County employees must adhere to the solicitation guidelines in the Advantage Marketing Program when fundraising.

5. Reporting

The respective Department Directors shall provide the County Administrator with a report no later than November 1st of each year detailing each event or program co-sponsored by Broward County and each event or program where Broward County received one or more co-sponsorships where the total value of the co-sponsorships for the event or program is equal to or greater than One Thousand Dollars (\$1,000.00). The report shall include the following information at a minimum:

- Name of the event
- Purpose of the event
- Name of co-sponsor for a Broward County event
- Name of the organization Broward County sponsored (if applicable)
- Value of the co-sponsorship
- Brief description of County's responsibility to the co-sponsor
- Name of agency and employee who solicited the co-sponsorship (if applicable)

E. IN-KIND EXCHANGES

1. "In-kind exchange" refers to any contribution by Broward County to a private sector, not-for-profit organization or other governmental entity that is not cash or monetary in form (such as advertising space) in exchange for a service, product or other benefit to Broward County. An in-kind exchange can include, but is not limited to employee labor, use of a facility, waiver of fees or use of services and equipment.

Exhibit 4

2. Approvals:

In-kind exchanges < or = to \$5,000.00

Agreements for in-kind exchanges with a value less than or equal to Five Thousand Dollars (\$5,000.00) require Department Director or designee approval. The County Attorney's Office must approve the form of the agreement.

In-kind exchanges > \$5,000.00 and < or = to \$30,000.00

Agreements for in-kind exchanges with a value less than or equal to Thirty Thousand Dollars (\$30,000.00) require County Administrator or designee approval and the County Attorney's Office must approve the form of the agreement.

In-kind exchanges > \$30,000.00

Agreements for in-kind exchanges with a value greater than Thirty Thousand Dollars (\$30,000.00) require Board approval.

3. Examples of in-kind exchanges include:

- Contributions to the County of a product or service in exchange for advertising rights.
- Contributions to the County of a product or service in exchange for an "official" provider designation. (Note: A contribution of cash would not be considered an in-kind exchange.)

F. NON-TRADITIONAL MARKET-BASED REVENUE OPPORTUNITIES

County agencies may, subject to approval of the Board or the authority outlined herein, enter into agreements for non-traditional market-based revenue opportunities as provided below. Market-based revenue opportunities are programs initiated by governmental entities to generate new revenues, defray existing costs or to improve public services through relationships with private sector entities, other governments or not-for-profit organizations. In addition to monetary compensation, the benefits can include cost avoidance, revenue enhancement, or non-financial advantages such as lessening administrative burdens or enhancing educational outreach. Some type of non-traditional market-based revenue opportunities may include, but are not limited to:

- Exchanging advertising rights for donations or maintenance of public amenities.

Exhibit 4

- Corporate partnership programs where the County receives revenue or services for the right of the company to be the “official” provider of its respective products or services.
- Partnerships where both parties benefit mutually from an agreed upon exchange of services.
- Co-sponsorships where the County receives a benefit in exchange for in-kind services, advertising rights, revenue, or product provision.
- Outdoor advertising in unique places such as on street furniture, vehicles and fences.
- Agreements for broadcasting rights for sporting or other events held in County facilities.

G. SOLICITATIONS

1. Authorization

Authority is granted for certain County employees addressed herein to solicit funding or co-sponsorships for designated County events, programs or charities that serve a public purpose in support of the mission of Broward County. Third party solicitation agreements require approval by the Board.

Any employee authorized to solicit funds, goods, services or co-sponsorships shall be provided training to ensure legal and ethical compliance.

Solicitations Valued < or = to \$5,000.00 for a Single Event or Program

The Department Director shall have the authority to authorize solicitations of cash, goods and services by certain designated employees less than or equal to a total value of Five Thousand Dollars (\$5,000.00) for any single event or program. This is to permit smaller scale solicitations for refreshments, small event sponsorships, and give-aways at community events. Employees should avoid soliciting the same vendor for multiple events.

Solicitations Valued > \$5,000.00 and < or = to \$30,000.00 for a Single Event or Program

Exhibit 4

The County Administrator or designee shall have the authority to authorize solicitations of cash, goods and services that are less than or equal to \$30,000.00 for any single event or program. The request to authorize solicitations shall include the name(s) of those County employee(s) authorized to solicit donations, which organizations(s) the employees will solicit and how the contributions will be accepted and expended.

Solicitations Valued > \$30,000.00 for a Single Event or Program

For solicitations valued greater than Thirty Thousand (\$30,000.00), the County Administrator's authorization shall be subject to the approval of the Board.

2. Kinds of events, activities or publications for which solicitation is appropriate

Countywide events or agency specific events or activities could include, but are not limited to the following:

- a. Publications such as a Hurricane Preparedness tabloid and agency newsletters such as the Libraries "Bookings" and Parks monthly newsletters.
- b. Community expos and events that serve a public purpose such as the Hurricane Expo.
- c. Groundbreaking and opening ceremonies.
- d. Prizes for contests and other educational activities that promote and serve a public purpose such as to promote water conservation, animal licensing, or environmental stewardship.

3. Prohibitions

The following employee solicitations are prohibited:

- a. Solicitation of a vendor by an employee involved in the regulation, contract administration or other business activity of the vendor.
- b. Solicitation of a vendor eligible for consideration by an active Selection Committee.
- c. Indirect solicitations of a vendor (employees can not solicit a prime contractor's subcontractors).
- d. Other prohibitions as may be deemed appropriate by the County Administrator.
- e. Vendors shall only be engaged to solicit on behalf of the County through formal agreement.

Exhibit 4

4. Reporting

The Department Director shall provide the County Administrator with a report no later than November 1st of each year detailing solicitations that resulted in cash or other value to Broward County equal to or greater than One Thousand Dollars (\$1,000.00) for any single event or program. The report shall include the following information at a minimum:

- Name of the event
- Purpose of the event
- Name of co-sponsor or contributor
- Value of the co-sponsorship
- Brief description of County's responsibility to the co-sponsor
- Name of agency and employee who solicited the co-sponsorship (if applicable)

5. Complaints

A vendor who believes it has been solicited in an inappropriate manner or would like to "opt out" from solicitations should contact the County's Professional Standards Section of the Internal Investigations and Oversight Division at 954-357-7800.

H. DONATIONS OF FUNDS OR GOODS AND SERVICES

1. Broward County recognizes the value of increased public service and public participation through donations of monetary or tangible or intangible property and or services where there is no benefit to the donor. It is also recognized that in-kind exchanges wherein Broward County is the donor can also serve a public purpose in partnership with a private sector entity or not-for-profit organization.
2. Broward County will accept gifts in the following manner:
 - a. Checks -- Checks shall be made payable to the Broward County Board of County Commissioners. Checks will not be made payable to a County agency or employee.
 - b. In-kind gifts and donations -- In-kind gifts and donations are a contribution of personal or real property, or tangible or intangible property, or other services.

Exhibit 4

- c. All gifts and donations shall be in accordance with the County policy defined in Section 18.63 of the Broward County Administrative Code, as may be amended from time to time, which states that donations of Five Hundred (\$500.00) or more shall be accepted by a resolution of the Board of County Commissioners.
3. In the event there is a question as to the acceptability of a gift or donation, the County Administrator or designee, will consult the County Attorney's Office before the donation or gift is accepted.
4. Donations to Broward County of Five Hundred Dollars (\$500.00) or more shall be accepted by a resolution of the Board of County Commissioners which shall specify the name and address of the donor, the amount of the donation, the specific purpose for which the donation is made, if any, and any restrictions on the use of the funds. The office of the County Administrator shall prepare a certificate recognizing each contribution of Five Hundred Dollars (\$500.00) or more after adoption of the resolution.
5. Donations of less than Five Hundred Dollars (\$500.00) may be accepted by the County Administrator or designee for deposit in existing County trust accounts to be used for purposes for which the trust was established.
6. In-kind contributions where there is a benefit to the contributor (such as an advertisement exchange) are not defined as a gift or donation for the purposes of Section 18.63 of the Broward County Administrative Code.

I. RECEIPT AND USE OF FUNDS

Any funds derived from the acceptance and placement of commercial messages, advertisements, naming rights, and sponsorships or partnerships shall be recorded, accounted for and used by the Department, Office, Division, or Agency for authorized purposes in accordance with applicable standard policies and procedures for the budgeting and expenditure of funds. If funds are received that have not been designated for use through a contractual agreement, the Agency shall coordinate with the Office of Management and Budget to determine the proper dispensation of the funds.

J. SELECTION PROCESS

Exhibit 4

The selection process for an advertiser, co-sponsor, partnership or other revenue generating marketing opportunity as covered by this Program shall be impartial and shall be in accordance with the County's procurement rules and procedures. In cases where no revenue is involved, the advertising, co-sponsorship or partnership opportunity with Broward County that has an in-kind value greater than Five Thousand Dollars (\$5,000.00) shall be posted on the Purchasing Division's Web Site as a Request for Information.

K. SUMMARY OF REPORTING REQUIREMENTS

The respective Department Directors shall provide the County Administrator with a report no later than November 1st of each year detailing the following types of activities where the sponsorship or solicitation value equals or exceeds One Thousand Dollars (\$1,000.00):

- Private sector, not-for-profit organization or other governmental entities' events or programs that Broward County co-sponsors
- Broward County events that have co-sponsors
- Solicitations that resulted in cash or other value to Broward County

The report shall include the following information at a minimum:

- Name of the event
- Purpose of the event
- Name of co-sponsor or contributor
- Value of the co-sponsorship
- Brief description of County's responsibility to the co-sponsor
- Name of agency and employee who solicited the co-sponsorship (if applicable)

L. SUMMARY OF APPROVAL REQUIREMENTS
(See next page)

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L. SUMMARY OF APPROVAL REQUIREMENTS

ACTIVITY	APPROVAL REQUIRED
Naming Rights Agreement	Requires Board approval.
Advertising Agreement	Requires Board approval, unless noted below.
Co-sponsorship: Private sector, not-for-profit or other governmental organization event or program Cash, any amount < or = \$1,000 value in-kind > \$1,000 and < or = \$5,000 value in-kind > \$5,000 value in-kind	(Annual reporting requirement of all co-sponsorships > or = \$1,000) Requires Board approval to contribute cash. Requires Department Director approval with benefits to Broward County in writing. Requires County Administrator approval with benefits to Broward County in writing. Requires Board approval.
Co-sponsorship: Broward County event or program < or = \$5,000 total value (cash/check, in-kind services or goods) > \$5,000 and < or = \$30,000 total value (cash, in-kind services or goods) > \$30,000 total value (cash, in-kind services or goods)	(Annual Reporting requirement of co-sponsorships > or = to \$1,000) Requires Department Director approval and must provide co-sponsor(s) a written sponsorship package or memorandum that defines level(s) of co-sponsor benefits. Requires County Administrator approval; must put notice of the co-sponsorship opportunity on the Purchasing Division Web site as Request for Information; must include a written co-sponsorship package that defines level(s) of co-sponsor benefits. Requires Board approval prior to seeking sponsors. Opportunity must be noticed on the Purchasing Division Web site and must include a written sponsorship package that defines level(s) of co-sponsor benefits.
In-kind exchange agreement < or = \$5,000 > \$5,000 and < or = \$30,000 > \$30,000	Requires Department Director approval and County Attorney review. Requires County Administrator approval and County Attorney review. Requires Board approval.
Solicitations < or = \$5,000 > \$5,000 and < or = \$30,000 > \$30,000	(Annual reporting requirement for all solicitations received > or = to \$1,000.) Requires Department Director approval of designated employees for each event. Requires County Administrator approval of designated employees for each event. Requires Board approval.

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 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. Applicant 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.

Broward County Board of
County Commissioners

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

REVENUE GENERATING PROPOSAL

The tables below MUST be completed and submitted with your proposal. Failure of the Proposer to complete and sign the Revenue Generating Proposal **SHALL** determine the Proposer to be **NON-RESPONSIVE** to the solicitation. All blank areas in the tables below MUST be filled in with a dollar figure.

MINIMUM ANNUAL GUARANTEE

The Minimum Annual Guarantee for advertising revenue shall be **NO LESS THAN \$83,334/month or \$1,000,000/year** for **both** the three (3) year **initial term** of the contract and **two (2)**, **optional one (1) year renewal terms**. Failure to complete **ALL** of the foregoing requirements at the time of submittal **SHALL** determine the Proposer to be **NON-RESPONSIVE** to the Solicitation. The aggregate three (3) year total for the Minimum Annual Guarantee will be used to calculate points to rank each proposal. The **Points Formula** for the Minimum Annual Guarantee is as follows: ***Minimum Annual Guarantee: (Proposer's Minimum Annual Guarantee/Highest Proposed Minimum Annual Guarantee) x (Maximum Number of Points for Minimum Annual Guarantee (20)) = Minimum Annual Guarantee Score.**

Annual Periods for Initial 3-Year Term	(A) Minimum Monthly Guarantee	(B) Minimum Annual Guarantee
Year One		
Year Two		
Year Three		
TOTAL (Years 1-3)		

Optional Renewal Periods: The proposal below for Minimum Annual Guarantee is required but will not be used in calculating points to rank proposals.

Annual Periods for Optional Renewal Terms	(A) Minimum Monthly Guarantee	(B) Minimum Annual Guarantee
Optional Year Four		
Optional Year Five		
TOTAL (Years 4-5)		

MEDIA TRADE OPTIONS

The Media Trade Options guarantee shall be **NO LESS THAN \$250,000/year** for **both** the three (3) year **initial term** of the contract and **two (2)**, **optional one (1) year renewal terms**. Failure to complete **ALL** of the foregoing requirements at the time of submittal **SHALL** determine the Proposer to be **NON-RESPONSIVE** to the Solicitation. The **Points Formula** to calculate points to rank each proposal for Media Trade Options is as follows: ****Media Trade Options: One (1) point for every \$100,000 above \$250,000 up to a maximum of three (3) points.**

Annual Periods for Initial 3-Year Term	(A) Annual Media Trade Options
Year One	
Year Two	
Year Three	
TOTAL (Years 1-3)	

Optional Renewal Periods: The proposal below for Media Trade Options is required but will not be used in calculating points to rank proposals.

Annual Periods for Optional Renewal Terms	(A) Annual Media Trade Options
Optional Year Four	
Optional Year Five	
TOTAL (Years 4-5)	

TOTAL REVENUE GENERATING PROPOSAL (for Years 1-5): \$ _____

Proposed Guarantees for Minimum Annual Guarantee and Media Trade Options combined for entire five (5) years (initial term and optional renewal terms) shall be **NO LESS THAN \$6,250,000.**

**ANNUAL NET COLLECTIONS IN EXCESS OF THE MINIMUM ANNUAL GUARANTEE
(REVENUE SHARING)**

In addition to the Minimum Annual Guarantee paid on a monthly basis, if Contractor's Net Collections exceed the Minimum Annual Guarantee for the then-current Contract Year, Contractor shall pay County the difference between the Percentage Split and the Minimum Annual Guarantee no later than thirty (30) days after the end of each such Contract Year. See Article 5 in the Agreement regarding the Percentage Split.

The Percentage Split offer will be used as part of the evaluation process to determine the highest ranked Proposer. Proposers may include percentage rates for Tier 1 and Tier 2 Annual Net Collections equal to or more than the minimum stated below. The Annual Net Collections column may not be modified. Failure to fill in a proposed percentage rate for either Tier 1 or Tier 2 of the table below will automatically default the proposal to the minimum applicable rate pre-filled in the table below.

A maximum of twelve (12) points will be awarded for the Proposer's Percentage Split offer using the **Points Formula** below:

****Tier 1: (Proposer's Percentage Offer/Highest Percentage Proposed) x (Maximum Number of Points (6)) = Percentage Split Score.**

****Tier 2: (Proposer's Percentage Offer/Highest Percentage Proposed) x (Maximum Number of Points (6)) = Percentage Split Score.**

Failure of the Proposer to complete and sign this Proposal **SHALL** determine the Proposer to be **NON-RESPONSIVE** to the solicitation.

	Annual Net Collection (for each Contract Year)	Minimum Percentage Split Tiered Rates	Proposed Percentage Split Tiered Rates
Tier 1	\$0 - \$1,250,000 (up to and including)	65%	
Tier 2	>\$1,250,000.00 (in excess of)	70%	

PRICING SHEET AND RATE CARD
PROPOSED ADVERTISING COSTS

The pricing sheet and rate card below are **required** and will be considered by the evaluating committee as part of the Proposer's overall Work Plan. The table below **must** be completed and submitted with your proposal. Failure of the Proposer to complete and sign the Revenue Generating Proposal **SHALL** determine the Proposer to be **NON-RESPONSIVE** to the solicitation. Refer to Article 11 in the Agreement regarding Advertising Price Sheet.

Pricing Sheet	Production Cost	Installation Cost	Removal Cost	Total Unit Cost	PROPOSER'S RATE CARD*
Traditional Kong - 35' Bus				\$0.00	
Traditional Queen - 35' Bus				\$0.00	
Traditional King - 40' Bus				\$0.00	
Traditional Kong - 42' Bus				\$0.00	
Traditional Queen - 42' Bus				\$0.00	
Traditional King - 60' Bus				\$0.00	
Interior Card - 11"h x 24"h				\$0.00	
Interior Card - 11"h x 42"h				\$0.00	
Digital Display Media				\$0.00	

Additional Rate Card data may be embedded in this section.

PROPOSER

Signature:
Print Name (individual signing above):
Print Title:
Company Name (if incorporated):
Date:

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. In accordance with Section 21.40(a) of the Broward County Procurement Code, f

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

4. Affiliated Entities of the Principal(s)

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

5. Insurance Requirements

The Insurance Requirement Form reflects the insurance requirements deemed necessary for this project. 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 Form** and submit as instructed.

D. Standard Agreement Language Requirements

- 1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's 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:
$$\frac{(\text{Lowest Proposed Price} / \text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{1} = \text{Price Score}$$
 - 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. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, three copies (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" 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
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:

Broward County Board of
County Commissioners

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. 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:

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

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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: Transit Advertising Program

Proposers are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Proposer's submittal being rejected. Proposers should organize their proposal in the same order as the **Evaluation Criteria Response Form**.

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 determining responsiveness:

A.1. Bond Requirement:

A.1.1. Refer to **Proposal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements** for submittal requirements and forms. Proposer must submit an original **Proposal Bond or Proposal Guaranty – Unconditional Letter of Credit** in the amount of **\$50,000** at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit a Submittal Bond by solicitation due date and time, and in accordance with instructions will deem Proposer non-responsive.

A.2. Revenue Generating Proposal:

A.2.1. The Revenue Generating Proposal includes, the Minimum Annual Guarantee, Annual Net Collections in Excess of the Minimum Annual Guarantee, Media Trade Options, and Pricing Sheet and Rate Card form.

A.2.2. Periscope S2G Item Response Form:

A.2.2.1. Please refer to **Periscope S2G Item Response Form**. The three (3) year **Minimum Annual Guarantee** amount **must** be entered via **Periscope S2G Item Response Form** and is submitted at time of submittal in order to be responsive to solicitation revenue proposal requirements.

A.2.2.2. Proposers **must** complete, sign, upload, and submit the **Revenue Generating Proposal** via the Periscope S2G. It is the Proposer's sole responsibility to assure their **Revenue Generating Proposal** is uploaded and received electronically through Periscope S2G by the date and time specified in the solicitation. The County will not consider proposals received by other means. Failure to complete and electronically submit on the **Periscope S2G Item Response Form** the three (3) year **Minimum Annual Guarantee** amount and upload the completed **Revenue Generating Proposal** at time of submittal shall determine the Proposer to be **nonresponsive** to the solicitation requirements.

A.2.2.3. The total points awarded for the **Minimum Annual Guarantee** will be based on the Proposer's proposed three (3) year **Minimum Annual Guarantee** total submitted electronically on the Periscope

S2G Item Response Form and must match **Minimum Annual Guarantee** table totals within the **Revenue Generating Proposal**.

- A.2.2.4. Proposers are informed that their proposed **Minimum Annual Guarantee** is being used for scoring purposes, and remains subject to negotiation, which may result in an increase from their proposed **Revenue Generating Proposal**. Proposers are provided advance disclosure of the County's intent to use payment terms which will ensure Proposer accountability, on a task-, sub task-, or deliverable-basis which may include hourly billing methods.

A.2.3. **Minimum Annual Guarantee Proposal, Media Trade Options, Percentage Split, and Pricing and Rate Card Sheet:**

- A.2.3.1. Proposer must submit their completed **Revenue Generating Proposal** that includes the **Minimum Annual Guarantee, Media Trade Options, Annual Net Collections in Excess of the Minimum Annual Guarantee, and the Pricing Sheet and Rate Card** electronically through Periscope S2G by the date and time specified in the solicitation. The Proposer's additional **Rate Card** data may be embedded within the Pricing and Rate Card Sheet before the signature section. It is the responsibility of the Proposer to complete and sign the **Revenue Generating Proposal** for this solicitation. This is a matter of responsiveness. Failure of the Proposer to complete and electronically submit the **Revenue Generating Proposal** **SHALL** determine the Proposer to be **NONRESPONSIVE** to the solicitation **Revenue Generating Proposal** requirements.

A.2.3.2. **Download Instructions:**

- A.2.3.2.1. When viewing the Bid in Periscope S2G, select the "Documents" tab.
- A.2.3.2.2. Check the box next to "**Revenue Generating Proposal – TRN2122974P1.**"
- A.2.3.2.3. Select the download button next to "**Revenue Generating Proposal – TRN2122974P1.**"
- A.2.3.2.4. Save as a fillable form (e.g., Adobe Acrobat Document or Adobe PDF File).

A.2.4. **Revenue Generating Proposal Review (post end date and time specified in the solicitation):**

- A.2.4.1. If there is a discrepancy between the Periscope S2G **Item Response Form** and the **Minimum Annual Guarantee** table amount, the Proposer shall be held to the **Minimum Annual Guarantee** proposed amount per Periscope S2G **Item Response Form**.
- A.2.4.1.1. If a discrepancy (per County or Proposer) between the Periscope S2G **Item Response Form** and **Minimum Annual Guarantee** table is identified and a Proposer requires a change to their Periscope S2G **Item Response**

Form, that Proposer shall be determined **nonresponsive** to the solicitation revenue proposal requirements.

A.2.4.2. The total points awarded for **Minimum Annual Guarantee** is determined by applying the following formula:

A.2.4.2.1. (Proposer's Minimum Annual Guarantee/Highest Proposed Minimum Annual Guarantee) x (Maximum Number of Points for Minimum Annual Guarantee (20)) = Minimum Annual Guarantee Score.

A.2.4.2.2. The total points awarded for the **Minimum Annual Guarantee** will be based on the Proposer's proposed three (3) year total submitted electronically on the **Periscope S2G Item Response Form** and the **Minimum Annual Guarantee**.

A.2.4.3. The total points awarded for the **Media Trade Options** is determined by applying the following minimum amounts:

A.2.4.3.1. \$0.00 to \$250,000 = Zero (0) Point

A.2.4.3.2. \$250,001 to \$350,000 = One (1) Point

A.2.4.3.3. \$350,001 to \$450,000 = Two (2) Points

A.2.4.3.4. \$450,001 to \$550,000 = Three (3) Points

A.2.4.4. The total points awarded for the **Annual Net Collections in Excess of the Minimum Annual Guarantee** is determined by applying the following formula:

A.2.4.4.1. Tier 1: (Proposer's Percentage Offer/Highest Percentage Proposed) x (Maximum Number of Points (6)) = Percentage Split Score.

A.2.4.4.2. Tier 2: (Proposer's Percentage Offer/Highest Percentage Proposed) x (Maximum Number of Points (6)) = Percentage Split Score.

A.2.5. Revenue Generating Proposal Submission:

In submitting the **Revenue Generating Proposal** in **Periscope S2G** the proposal **must** be completed in the following manner:

A.2.5.1. The Minimum Annual Guarantee three (3) year total must be submitted on **Periscope S2G Item Response Form** Bid Line Item.

A.2.5.2. No field(s) shall be left blank on the **Periscope S2G Item Response Form** or on the **Revenue Generating Proposal**.

A.2.5.3. No condition, caveat, or exception on price and/or revenue shall be submitted.

A.2.5.4. **Non-adherence to the above may be cause for the County to deem your proposal nonresponsive.**

A.2.5.5. **DO NOT USE "N/A", "-" OR ANY OTHER SYMBOLS. IT IS THE RESPONSIBILITY OF THE PROPOSER TO ASK QUESTIONS OR SEEK CLARIFICATION REGARDING THE REVENUE**

**GENERATING PROPOSAL PRIOR TO THE SOLICITATION'S
DUE DATE. THE COUNTY WILL NOT SEEK CLARIFICATION ON
REVENUE GENERATING PROPOSAL.**

A.2.6. Minimum Proposed Amounts:

- A.2.6.1. The **Minimum Annual Guarantee** shall be NO LESS THAN \$83,344/month or \$1,000,000/year for each year of the agreement, as stated on the **Revenue Generating Proposal**.
- A.2.6.2. The **Media Trade Options** shall be NO LESS THAN \$250,000/year for each year of the agreement, as stated on the **Revenue Generating Proposal**.
- A.2.6.3. The **Annual Net Collections in Excess of the Minimum Annual Guarantee** percentages shall be NO LESS THAN 65% for Tier 1 and 70% for Tier 2 for each year of the agreement, as stated on the **Revenue Generating Proposal**.

A.3. Federal Transit Administration Requirements:

- A.3.1. Proposers are **required** to complete Exhibits 5 and 7 found in **Federal Transit Administration Funding Supplement Requirements** and upload and submit at the time of submittal in order to be responsive to the solicitation requirements.

A.4. Criminal History Screening Practices Certification:

- A.4.1. The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

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 determining responsibility:

B.1. Enterprise Technology Services Vendor Security Questionnaire (VSQ) Requirements:

- B.1.1. Firm will be required to complete the Vendor Security Questionnaire included in this RFP for Professional Services and for any Software-as-a-Service that will be provided by Firm or that Firm will provide County access to in connection with the Services.

B.2. Media Trade Options:

- B.2.1. Proposers must include media trade options in the minimum amount of \$250,000 for each year of the contract.

B.3. Minimum Annual Guarantee:

- B.3.1. Proposers must include a Minimum Annual Guarantee in the minimum amount of \$1,000,000 for each year of the contract.

B.4. Annual Net Collections in Excess of the Minimum Annual Guarantee:

- B.4.1. As set forth in Exhibit 1 – Revenue Sharing, provide cost the Proposers shall pay to the County the difference between Percentage Split and the Minimum Annual Guarantee.

C. STANDARD AGREEMENT LANGUAGE REQUIREMENTS:

- C.1. The applicable Agreement terms and conditions for this solicitation can be located at:

Project Specific Agreement – refer to link below:

<https://www.broward.org/purchasing/documents/TRN2122974P1%20Transit%20Advertising%20Program.pdf>

Exhibits will be incorporated in the final Agreement

- C.2. In addition to above terms and conditions, Proposers are also required to review the Security Requirements (solicitation attachment) as part of the Standard Agreement Language Requirements and note any exceptions in the **Agreement Exception Form**.
- C.3. 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:

- D.1. Not applicable to this solicitation.

E. PRESENTATIONS:

- E.1. Applies to this solicitation. Refer to **Standard Instructions to Vendors, Section G** for additional information and requirements.

F. PUBLIC ART AND DESIGN PROGRAM:

- F.1. Not applicable to this solicitation.

G. PROCUREMENT AUTHORITY:

- G.1. Pursuant to Section 21.33 of the Broward County Procurement Code, competitive sealed proposals that have an anticipated total value of more than \$500,000 must be approved by the Board prior to advertisement.

H. PROJECT FUNDING SOURCE – this project is funded in whole or in part by:

- H.1. **County Funds** and Federal Transit Administration (FTA) funded assets.

I. PROJECT SCHEDULE:

- I.1.** Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **To Be Determined**
- I.2.** Final Evaluation Meeting (Sunshine Meeting): **To Be Determined**
- I.3.** 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:

- J.1.** Project Manager and Title: Gwendolyn Belton, Manager, Marketing, Customer Relations, and Communications.
Project Manager Email: Gbelton@broward.org

K. QUESTIONS:

- K.1.** Proposers are requested to submit questions regarding this solicitation through the "Question & Answer (Q&A)" section on Periscope S2G; answers are posted through Periscope S2G.

L. MODIFICATIONS TO THE STANDARD INSTRUCTIONS TO VENDORS:

- L.1.** Section "O" of Standard Instructions to Vendors (Local Preference) does not apply due to federal funding restrictions.
- L.2.** Section "P" of Standard Instructions to Vendors (Tiebreaker Criteria) is modified to confirm the first three (3) tiebreaker criteria of Section 21.42.d. of the Procurement Code do not apply due to federal funding restrictions. Only tiebreaker criteria number 4 and 5 of Section 21.42.d. of the Procurement Code shall apply to this solicitation.
- L.3.** Section "E.3.c." of Standard Instructions to Vendors (Formula) does not apply to this solicitation. Refer to Section A.2.4.2.1. of Special Instructions to Vendors for the formula that applies to this solicitation.

M. EVALUATION CRITERIA RESPONSE FORM:

- M.1.** In addition to the requirements set forth in the Standard Instructions to Vendors, the Evaluation Criteria Response Form (including all required information and documentation) must be provided by vendors in order to be evaluated and scored by the Evaluation Committee.
- M.2.** The Evaluation Criteria Response Form should be submitted at time of submittal. If not submitted at time of submittal, it must be submitted within three (3) business days of County's written request.
- M.3.** Vendors that fail to submit the completed Evaluation Criteria Response Form within this timeframe will not be evaluated or scored for the corresponding evaluation criteria and will not be eligible for award of the solicitation.

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Evaluation Criteria Response Form

The completed Evaluation Criteria Response Form should be returned with Proposer's submittal. If not provided with submittal, the Proposer must submit within three (3) business days of County's request.

Evaluation Criteria Response Form:

The responding Proposer must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2,100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER, OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO PERISCOPE S2G.**

Evaluation Criteria Response Form (Supplement Information):

If the Proposer's evaluation criteria response needs to reference additional information to supplement their response to an item such as resume, pictures, graphs, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information – Title – Evaluation Criteria Item Number (**ex. Supplemental Information – Resume John Doe – Evaluation Criteria 1b.**) The supplemental information should be uploaded to Periscope S2G as separate pdf files (attachments) and not combined with the Proposer's completed Evaluation Criteria Response Form.

☐

Check here to indicate that Proposer agrees it has read and will comply with the submission instructions above.

Evaluation Criteria Response Form

(for non-CCNA Projects)

RFP/RLI/RFQ Number and Title	TRN2122974P1 – Transit Advertising Program
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
1. Ability of Professional Personnel: Proposer will be evaluated based on the qualifications and relevant experience of the Project Manager and all key personnel that will be assigned to this project. 1a - State the level of education, applicable professional certifications, and the amount of experience in advertising services of the Project Manager and all key personnel assigned to the project. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and designated key personnel. 2 Points *Required	
1b - Discuss the advertising sales experience of key personnel, to include generating leads, recommending creative content, coordinating ad development, and knowledge of production of advertising for potential and current clients. Include the following: <ul style="list-style-type: none">Identify key personnel proposed to perform the services in the specified categories and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the Proposer. 8 Points *Required	
SECTION 1 - TOTAL POINTS: 10	

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<p>2. Project Approach: Proposer will be evaluated based on the overall quality, clarity, specificity, appropriateness, and reasonableness of the Work Plan. Include how the prime Proposer will use subconsultants in the project.</p> <p>2a - Provide a Work Plan that addressed the Scope of Services and that describes the Proposer's approach to the project and shows Proposer's understanding of BCT's needs and requirements. The Work Plan shall identify any special issues or problems that are likely to be encountered in this project and how the Proposer would address them. The Work Plan shall also include proposed enhancements or procedural or technical innovations that would impact the performance of the Scope of Services and that would maximize revenue without materially deviating from the objectives or required content of the project.</p> <p>10 Points *Required</p>	
<p>2b - Clarity and specificity of Work Plan. The Work Plan shall be in sufficient detail to demonstrate the Proposer's ability to accomplish the project objectives and provide a pricing sheet/rate card to be shared with potential customers.</p> <p>10 Points *Required</p>	
<p>2c – Discuss the percentage of time to be committed to the project by the project manager and designated key personnel. Include the following:</p> <ul style="list-style-type: none"> • Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project. • A project organization chart, which clearly delineates communication/reporting relationships among the project staff. • A statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that key personnel will not be removed or replaced without the prior written concurrence of BCT. • A statement that all personnel who will have access to BCT property are required to pass criminal background checks. <p>5 Points *Required</p>	
<p>SECTION 2 - TOTAL POINTS: 25</p>	

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<p>3. Past Performance: Provide a minimum of three (3) projects with references. Proposer should provide references for similar work performed in the past five (5) years to show evidence of qualifications and previous experience. Refer to Proposer Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for Proposers with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Proposer's past performance. Describe prime Proposer's experience on projects of similar nature, scope, and duration, along with evidence of satisfactory completion for the past five (5) years. Include the following:</p> <p>3a – Positive references from a minimum of three (3) projects which involved the performance of similar work in the past five (5) years. At least three (3) references shall be from transit agencies. Furnish the name, title, address agencies. Furnish the name, title, address, telephone number, and email address of the person(s) who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.</p> <p>3 Points. *Required</p>	
<p>3b - Length of time in business. Experience in Transit Advertising and/or performing work of a closely similar nature. Demonstrate experience with transit advertising, public agencies or similar. Include the following:</p> <ul style="list-style-type: none"> • A brief profile of the Proposer, including the types of services offered; the year founded; type of organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees. • Describe the Proposer's experience performing services over the past five (5) years of a similar nature to those solicited in this RFP and highlight the participation in such services by the proposed key personnel for this project. Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Proposer's experience working with each subcontractor. <p>5 Points. *Required</p>	
<p>3c - Amount of gross advertising billings and percent billings by the Proposer in each of the categories in which the Proposer conducts business: exterior transit advertising, other exterior advertising programs and other advertising. Include the following:</p> <ul style="list-style-type: none"> • List the Proposer's top five (5) revenue-generating contracts, with transit agencies comparable to BCT, over the past five (5) years and the amount of revenue generated per contract per year. Describe Proposer's previous experience in working with the transit agencies. <p>5 Points. *Required</p>	

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<p>3d - Work samples indicative of the quality of products and services (including graphic standards) provided by Proposer including at least two (2) examples each of traditional kong, traditional king, and traditional queen bus ads.</p> <p>5 Points. *Required</p>	
<p>3e - Any other experience of the Proposer as it relates to the work or services described in the Scope of Services.</p> <p>2 Points. *Required</p>	
<p>SECTION 3 - TOTAL POINTS: 20</p>	
<p>4. Media Trade Options: Media Trade Options may be used by BCT to advertise in various forms of media, such as radio, television, internet, print, electronic, or digital to promote transit and transit related goods and services from public, non-profit, and civic organizations and various for-profit organizations and media outlets.</p> <p>Projected Media Trade Options shall be defined as media advertisement(s) such as radio, television, internet, print, electronic, or digital media.</p> <p>4a - The quality of Contractor's experience with media trade agreements. Provide examples of Media Trade agreements the Proposer has managed in the past five (5) years. Describe Proposer's approach in managing Media Trade projects and how they were able to create larger campaigns through media trade agreements. Were there any challenges for any of the listed media trade agreements? If so, describe how Proposer dealt with the media trade agreement challenges.</p> <p>5 Points. *Required</p>	

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4b – The quality of Contractor's Projected Media Trade Options.
Provide examples of Projected Media Trade Options the
Proposer will be negotiating on behalf of BCT.

5 Points.
***Required**

4c - Proposed Media Trade Options proposal totals over
\$250,000 minimum amount.

1 point per \$100,000 over \$250,000 minimum amount.
Maximum 3 Points.

***Required**

Proposed Media Trade Options	Points Awarded
\$0 - \$250,000	0
\$250,001 - \$350,000	1
\$350,001 - \$450,000	2
\$450,001 - \$550,000	3

SECTION 4 - TOTAL POINTS: 13

5. Minimum Annual Guarantee:

Points awarded for the Minimum Annual Guarantee three (3)
year total. Points for Section 5, Minimum Annual Guarantee, will
be calculated by applying the following formula:

$$(\text{Proposer's Minimum Annual Guarantee/Highest Proposed Minimum Annual Guarantee}) \times (\text{Maximum Number of Points for Minimum Annual Guarantee (20)}) = \text{Minimum Annual Guarantee Score.}$$

The Proposer will pay to County, in twelve (12) monthly
installments, a Minimum Annual Guarantee. After the initial three-
year term of the agreement, the Minimum Annual Guarantee will
be negotiated and determined each year.

20 Points

***Required (refer to Special Instructions to Vendors,
Additional Responsiveness Criteria, Section A.2., and
submit as instructed).**

SECTION 5 - TOTAL POINTS: 20

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6. Annual Net Collections in Excess of the Minimum Annual Guarantee:

In addition to the Minimum Annual Guarantee, the Proposer will pay to County additional funds based on a tiered percentage split of Proposer's Net Collections (Refer to Scope of Services, Exhibit 1, Calculating County's Percentage Split of Net Collections).

Points awarded for Annual Net Collections in Excess of the Minimum Annual Guarantee will be calculated by applying the following formula:

Tier 1 (Annual Net Collections \$0 - \$1,250,000):

(Proposer's Percentage Split Offer/Highest Percentage Split Proposed) x (Maximum Number of Points for Percentage Split (6)) = Percentage Split of Net Revenue Score for Tier 1.

6 Points

***Required**

Tier 2 (Annual Net Collections >\$1,250,000):

(Proposer's Percentage Split Offer/Highest Percentage Split Proposed) x (Maximum Number of Points for Percentage Split (6)) = Percentage Split of Net Revenue Score for Tier 2.

6 Points

***Required**

SECTION 6 - TOTAL POINTS: 12

**Bid Bond, Bid Guaranty, Performance and Payment Guaranties,
and Qualifications of Surety Requirements**

- A. **Bid Bond:** A Vendor must submit with its response a bid bond in the form of the County's approved Bid Bond Form, including all substantive terms set forth therein, which shall be executed by a surety company meeting the Qualifications of Surety Requirements. Failure to submit a bid bond by the solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive. A copy of the County-approved [Bid Bond Form](#) may be found at: www.broward.org/Purchasing/Pages/StandardTerms.aspx, under the section "Standard Guaranty and Bond Forms".
- B. **Bid Guaranty:** In lieu of a bid 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.
1. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 10 calendar days after notification of award of the contract.
 2. 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 provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
 3. Vendors must either submit an electronic bid bond through Periscope S2G or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
 - a. To submit an electronic bid bond, Vendor must submit through Periscope S2G, using [Surety 2000](#). Vendors, bonding agents, and surety companies must register with Surety 2000 to use the service; contact [Surety 2000](#) to find out information regarding their service (www.surety2000.com or 800-660-3263).
 - i. The Vendor must provide their bonding agent with Broward County's vendor identification number for Surety 2000 (P06145037) and its "Supplier identifier" number. The Vendor's individual Supplier identifier number is available on the Details tab in Periscope S2G (Bid Bond: See bid bond information).
 - ii. The bonding agent can then provide a Bid Bond Number for the Vendor to import into Periscope S2G.
 - iii. For detailed instructions on submitting an electronic bid bond, visit Vendor Registration page at www.broward.org/Purchasing/Pages/Registration.aspx and select "How to Submit an electronic bid bond?"
 - iv. Broward County reminds Vendors to allow enough time to secure a bid bond and submit electronically in case there are any errors or issues. If there are errors during the import process, check all identification numbers. Contact Surety 2000 for additional assistance.
 - v. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000.
 - b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through Periscope S2G, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Periscope S2G; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

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

C. **Performance and Payment Guaranties:** within 10 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form. A party may be debarred for failure of a vendor awarded a contract to provide the required bonds within ten (10) days after demand therefor by the Purchasing Division.

1. The bonds shall be in the amount of one hundred percent (100%) of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate of security which may be in the form of cash, money order, certified check, cashier's check or an original Irrevocable Letter of Credit as reflected on the County's form. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
6. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

D. **Qualifications of Surety Requirements:** A bid 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 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	or more		A	Class VII

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2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment 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 standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

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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).

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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:

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CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of \$100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

☐ Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

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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:

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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

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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

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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:

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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

Broward County Board of
County Commissioners

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

Broward County Board of
County Commissioners

INSURANCE REQUIREMENTS

Project: Transit Advertising Program
Agency: Transit Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <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	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" 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"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / MEDIA LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	

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

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2021.02.11
15:06:05 -05'00'
Risk Management Division

Federal Transit Administration (FTA)
United States Department of Transportation (USDOT)
Funding Supplement

Broward County
TRANSPORTATION
DEPARTMENT –
TRANSIT DIVISION

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AUTHORITY

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "County"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual> References to the Code of Federal Regulations (CFR) website are available at: <http://www.ecfr.gov> .

DEFINITIONS

As used in this document, "Board" means the Board of County Commissioners of Broward County, Florida. "Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of County. "Contractor" means the person, firm, or corporation or business entity that enters into a Contract with County and includes all partners and all joint ventures of such person with whom County has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with Contractor for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact The Safety and Compliance Section, Broward County Transit Division, at 954-357- 8300.

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

- a) County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- c) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

3. FEDERAL CHANGES.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between County and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the County to be in violation of the FTA terms and conditions. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

5. ACCESS TO RECORDS AND REPORTS

- a) Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that County, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Contractor shall make available records related to the Contract to County, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.
- c) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- d) Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Equal Employment Opportunity Requirements for Construction Activities: In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply, and assures the compliance of each subcontractor, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.,

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity."

c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.

b) The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as County may deem appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph.

c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is

designed to reach a goal County would expect DBEs to achieve in the absence of discrimination.

- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by County; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e) County fully supports the Federal government's Disadvantaged Business Enterprises Program.
 - i. The overall goal setting provisions of 49 CFR Part 26 require that the County, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the County obtains contractors. In this regard, the County has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.**
<http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.

Letter of Intent (Exhibit 1): Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

Application for Evaluation of Good Faith Effort (Exhibit 2): Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or Contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or County.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
 - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
 - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
 - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
 - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
 - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the County requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some-examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) Contractor agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) Contractor shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from County, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) Contractor agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that County may, at its option, increase allowable retainage or withhold progress payments unless and until Contractor demonstrates timely payments of sums due to such Subcontractors or suppliers. Contractor agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when Contractor demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.

- i) Contractor agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. Contractor shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.
- j) Contractor agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the Contractor's request for final payment and release of retainage, if applicable. Contractor shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.
- k) Contractor shall certify to County the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both Contractor and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) Contractor agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to County that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for County to withhold further payments under the Contract until such time as such certification is received and accepted by County, and shall not entitle Contractor to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If Contractor fails to comply with the requirements herein, County shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) Contractor shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the County's prior written consent. Contractor shall inform County immediately when a DBE firm is not able to perform or if Contractor believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Contractor to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, Contractor shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

8. CONTRACT COMPLIANCE MONITORING.

- a) Compliance monitoring is conducted to determine if Contractor and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the Contractor to comply with this provision may result in the County imposing

penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE Contractor utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to County projects. The requirements of the DBE Program are applicable to all Contractors, general Contractors, and Subcontractors.
- c) Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

9. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Contractor further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

10. TERMINATION.

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract 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. This Contract may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Contract may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract. This Contract may also be terminated by the Board:

Upon the disqualification of Contractor as a DBE by County's Director of the Office of Economic and Small Business Development Division if Contractor's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by Contractor;

Upon the disqualification of Contractor by County's Director of the Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

a. Upon the disqualification of one or more of Contractor's DBE participants by County's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If Contractor is determined by County's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing.

In the event this Contract is terminated for convenience, Contractor shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

11. RECYCLED PRODUCTS

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and County or Contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor s, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

13. BUY AMERICA

If this Contract exceeds \$150,000, the Contractor agrees to comply with 49 USC §5323(j)(13) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have more than 65 percent domestic content.

A Bidder or offeror must submit to County the appropriate Buy America certification, **the certification form is attached as Exhibit 6**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

14. RESOLUTION OF DISPUTES

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the County Project Manager for the Contract. This

decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County Contract Administrator. In connections with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by County, Contractor shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, 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.

15. LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the County. **A Restrictions on Lobbying Certification is attached as Exhibit 7.**

16. CLEAN AIR

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. Contractor agrees to report each violation to Broward County and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) Contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

17. CLEAN WATER REQUIREMENTS

If this Contract is valued at \$100,000 or more, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a) Contractor agrees to report each violation to County and agrees that County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. BONDING REQUIREMENTS

Contractor agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

Contractor shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the Contractor for 100 percent (100%) of the Contract price and a payment bond on the part of the Contractor for 100 percent (100%) of the Contract price in the form and of a type acceptable by County.

19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

If this purchase order or Contract involves a construction project over \$2,000, the Contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to

make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall

approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor s employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to County if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor s and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the County, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor

Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with

the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the Contractor shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

- a) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times ($1\frac{1}{2}$) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** County shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a Contractor recognized by FTA to be a transit operator:

- a) Contractor agrees to comply with the applicable transit employee protective requirements, as follows:
- 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.
 - 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and

if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b) Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

22. FLY AMERICA

Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - Contractor agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

24. DRUG AND ALCOHOL TESTING

If this Contract involves a safety-sensitive function on behalf of County, the Contractor agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT or its operating administrations, the State Oversight Agency, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

In the event Contractor subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the County's Contract Administrator must be included in any Contract.

Contractor further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8**). To certify annual compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

25. PATENT AND RIGHTS IN DATA

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, Contractor agrees to be bound by the terms and conditions specified below.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
 - A) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
 - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the

Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the County or Contractor using Federal assistance in whole or in part provided by FTA.

- C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the County and Contractor performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the County or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- D) Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- F) Data developed by the County or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the County or Contractor identifies that data in writing at the time of delivery of the Contract work.
- G) Unless FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
- 4) Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

26. PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) Contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

27. CHARTER BUS

If this is an Operational Service Contract, Contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

28. SCHOOL BUS REQUIREMENTS

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

29. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey. If this Contract pertains to the acquisition of rolling stock/turnkey,

the Contractor manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to County at a point in the procurement process specified by County which will be prior to County's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to County prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

If this Contract pertains to the acquisition of rolling stock, the Contractor agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b) Solicitation Specification Requirements. Contractor shall submit evidence that it will be capable of meeting the bid specifications.

- c) Federal Motor Vehicle Safety Standards (FMVSS). Contractor shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.

31. SEISMIC SAFETY

If this Contract pertains to the construction of new buildings or additions to existing buildings, Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, the Contractor must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.**

33. NATIONAL ITS ARCHITECTURE

If this Contract involves an Intelligent Transportation System project (ITS), Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects, " 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

34. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended,

42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
- b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

35. VETERANS EMPLOYMENT

If this purchase order or Contract involves a capital project, Contractor agrees to comply with 49 U.S.C. 5325(K):

- a. To the extent practicable, Contractor agrees that it:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-recipients will:
1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 1: Letter of Intent

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)**

Solicitation Number:	Project Title:
-----------------------------	-----------------------

Bidder/Offeror Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS *	DBE/ACDBE Contract Amount †	DBE/ACDBE Percentage of Total Project Value

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

Bidder/Offeror Authorized Representative

(Signature) _____ (Title) _____ (Date) _____

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) _____ (Title) _____ (Date) _____

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer 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.

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 2: Application for Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: _____

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____

OESBD Compliance Form DBE/ACDBE GFE 031413

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 3: Monthly DBE Utilization Report

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT#:		CONTRACT AMT:		DATE FROM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:		AMT. PAID TO PRIME:
CONTRACT PERSON:			TELEPHONE#: ()		FAX#: ()

SUBCONTRACTING INFORMATION TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE Subcontractor	Address	Description Of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. Paid to DBE Firms																	
DBE Subcontractor	Address	Description Of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category							
								M	F	B	H	A	NA	W			
Total Amt. Paid to DBE Firms																	
Black American – B; Hispanic American – A; Native American – NA; Non-Minority Woman – W																	
I attest that the information submitted in this report is in fact true and correct to the best of my knowledge																	
Signature				Title				Date									

Note: The information provided herein is subject to verification by the Office of Economic and Small business Development.

OESBD Compliance Form DBEMUR 02113

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 4: Final DBE Utilization Report

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

Report No. _____

CONTRACT#:		CONTRACT AMT:		DATE FROM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:		AMT. PAID TO PRIME:
CONTRACT PERSON:			TELEPHONE#: ()		FAX#: ()

SUBCONTRACTING INFORMATION

DBE Subcontractor	Address	Description Of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category					
								M	F	B	H	A	NA	W	
Total Amt. Paid to DBE Firms															
DBE Subcontractor	Address	Description Of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category					
								M	F	B	H	A	NA	W	
Total Amt. Paid to DBE Firms															
<i>Black American – B; Hispanic American – A; Native American – NA; Non-Minority Woman – W</i>															
<i>I attest that the information submitted in this report is in fact true and correct to the best of my knowledge</i>															
Signature				Title				Date							

Note: the information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form DBEMUR 02113

FTA/USDOT Funding Supplement

Solicitation No. _____

**EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement)
Certification**

**IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR
MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR
PURPOSES OF 49 CFR PART 29.**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 6: Buy America Certification

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED
PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS
AND SUPPLIES, AND ROLLING STOCK) OVER \$150,000**

A. STEEL, IRON OR MANUFACTURED PRODUCTS

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of steel, iron, or manufactured products**, the Bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of buses, other rolling stock, and associated equipment**, the Bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

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Solicitation No. _____

EXHIBIT 7: Restrictions On Lobbying Certification

For Procurements of \$100,000 or More

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that Contractor, and its Subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."¹

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to County.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

¹ The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 9: Bus Testing Compliance Certification

FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (Contractor /manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

FTA/USDOT Funding Supplement

Solicitation No. _____

EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR
ASSOCIATED EQUIPMENT OVER \$150,000**

Check one:

- ☐ The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- ☐ The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

(Date)

Authorized Signature

Print Name and Title

Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

FTA/USDOT Funding Supplement

Solicitation No. _____

**EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub
Part D, Part 26**

FOR ALL BUSES/ROLLING STOCK PROCUREMENTS

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

Transit Vehicle Manufacturer (TVM) CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the
(Name of Firm)
requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to
fiscal year _____ and have been approved or not disapproved by the FTA.
(Date of Fiscal Year)

_____, hereby certifies that the manufacturer of the transit vehicle
(Name of Firm)
to be supplied _____ has complied with the above- referenced
(Name of Manufacturer)
requirements of Section 26.49 of 49 CFR Part 26.

(Authorized Signature)

(Date)

Print Name and Title

Company: _____

Telephone No.: _____

Fax No.: _____

VENDOR'S OPPORTUNITY LIST

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

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

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

<p>1. Federal Tax ID Number <input type="text"/></p> <p>2. Firm Name <input type="text"/></p> <p>3. Phone <input type="text"/></p> <p>4. Address <input type="text"/> <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. Type of work bid on: (Please be specific in regard to the type of work.) <input type="text"/></p> <p>8. <u>Contract Amount</u> or <u>Percentage</u> \$ <input type="text"/> % <input type="text"/></p>	<p>9. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 – less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p>	<p>10. Ethnic Categories</p> <p><input type="checkbox"/> B – Black American</p> <p><input type="checkbox"/> H – Hispanic American</p> <p><input type="checkbox"/> NA – Native American</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Other than listed above</p> <p>11. Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p>
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Broward County Board of
County Commissioners

(Continued)

Subcontractor/Subconsultant Information

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

<p>1. Federal Tax ID Number <input type="text"/></p> <p>2. Firm Name <input type="text"/></p> <p>3. Phone <input type="text"/></p> <p>4. Address <input type="text"/> <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: (Please be specific in regard to the type of work.) <input type="text"/></p>	<p><u>9 Subcontract Amount or Percentage</u> \$ <input type="text"/> % <input type="text"/></p> <p><u>10 Annual Gross Receipts:</u></p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 – less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p>	<p>11 Ethnic Categories</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B – Black American</p> <p><input type="checkbox"/> H – Hispanic American</p> <p><input type="checkbox"/> NA – Native American</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other than listed above</p> <p>12 Gender</p> <p><input type="checkbox"/> Female</p> <p><input type="checkbox"/> Male</p>
<p>1. Federal Tax ID Number <input type="text"/></p> <p>2. Firm Name <input type="text"/></p> <p>3. Phone <input type="text"/></p> <p>4. Address <input type="text"/> <input type="text"/></p> <p>5. Year Firm Established: <input type="text"/></p> <p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p>	<p><u>9 Subcontract Amount or Percentage</u> \$ <input type="text"/> % <input type="text"/></p> <p><u>10 Annual Gross Receipts:</u></p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 – less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p>	<p>11 Ethnic Categories</p> <p><input type="checkbox"/> Asian Pacific American</p> <p><input type="checkbox"/> B – Black American</p> <p><input type="checkbox"/> H – Hispanic American</p> <p><input type="checkbox"/> NA – Native American</p> <p><input type="checkbox"/> Non-Minority Women</p> <p><input type="checkbox"/> Subcont. Asian American</p> <p><input type="checkbox"/> Other than listed above</p> <p>12 Gender</p> <p><input type="checkbox"/> Female</p>

Broward County Board of
County Commissioners

<p>8. Type of work bid on: (Please be specific in regard to the type of work.)</p> <div data-bbox="165 241 730 338" style="border: 1px solid black; height: 46px; width: 348px;"></div>	<p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> Over \$1 billion</p>	<p><input type="checkbox"/> Male</p>
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Revised May 1, 2021

AGREEMENT EXCEPTION 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



Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

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

3. Cone of Silence: Right to Contact OESBD

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

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

Question and Answers for Bid #TRN2122974P1 - Transit Advertising Program

Overall Bid Questions

There are no questions associated with this bid.