

Solicitation GEN2125820P1

Agent/Broker Insurance and Management Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid GEN2125820P1

Agent/Broker Insurance and Management Services

Bid Number **GEN2125820P1**
Bid Title **Agent/Broker Insurance and Management Services**

Bid Start Date **In Held**
Bid End Date **Apr 14, 2023 2:00:00 PM EDT**
Question &
Answer End Date **Apr 7, 2023 2:00:00 PM EDT**

Bid Contact **Maryann Berchiolli**
mberchiolli@broward.org

Bid Contact **Latoya Clark-Forbes**
Purchasing Agent
Purchasing
lclarkforbes@broward.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Bid Comments **Scope of Services:**
Broward County seeks **Agent/Broker services** to assist its Risk Management Division and other County Agencies; and for the Administration, Safety Oversight, and Agent/Broker services for any future Owner Controlled Insurance Program(s). The County intends to select one Agent/Broker to provide both General Agent/Broker Insurance and Management Services and Owner Controlled Insurance Program (OCIP) Services. The County requires its Agent/Broker to have a high-level of professional expertise with a special emphasis and knowledge in placing coverage for public entities, but also with unique risks like those specific to airports and seaports. **Refer to Scope of Services** for additional information.

Contract Duration (Term):
The Initial Three-Year Period/Term shall begin on June 14, 2023, or upon the date of award, whichever is **later** and shall end three years from that date. Upon expiration of the Initial Term, County may extend the Contract for up to two additional one-year terms.

Pricing:
Price will be considered in the final evaluation and ranking of qualified firms. Vendor's required to enter the proposed not-to-exceed **ANNUAL** price for all line items in the **Periscope S2G Place Offer Tab**. The total points awarded for price will be based on the Vendor's proposed Initial Three-Year Contract Period/Term amount (The sum of all twenty-one (21) line items will be the Vendor's Initial Three-Year Contract Period/Term price). Failure to complete the Periscope S2G Place Offer Tab will deem the Vendor non-responsive. Refer to the **Special Instructions to Vendors, Section 1.1** for additional pricing information.

Goal Participation:
This solicitation is open to the general marketplace. Refer to the **Special Instructions to Vendors, Section 2.1** and the **Office of Economic and Small Business Development Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises** section for additional information

License Requirements:
Vendor must possess (at the time of submittal) a **2-20 Florida General Lines Agent License** through the Florida Office of Financial Regulation. **Refer to the Special Instructions to Vendors, Section 2.2** for additional information.

Questions and Answers:
The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation.

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All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope S2G.

Electronic Submittal:

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 ensure 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	GEN2125820P1--01-01 - YEAR 1: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT SERVICES
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 1. Core Services (1.1 - 1.12), and 2. Insurance Placement and Management Services (2.1 - 2.24).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 1.1 through 1.12 and 2.1 through 2.24.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursable, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-02 - YEAR 1: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 3. Claims Advocacy and Claims Services (3.1 - 3.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 3.1 through

3.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-03 - YEAR 1: (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 4.1 - 4.4 Loss Control and Safety Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 4.1 through 4.4.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item). Additionally, **Do Not include the cost for the Loss Control and Safety Personnel (Item 4.5)** in the one-year price for this line

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-04 - YEAR 1: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 4.5 Loss Control/Safety Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 4.5).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do**

Not include Commission Fees in the one-year price for this line item).

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-05 - YEAR 1: (OCIP) 5.DEVELOP/ADMIN PROG, 6.INS BROKERAGE SVCS, 9.RISK MGMT INFO SYS
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to scope of work for information. N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (OCIP) 5. DEVELOPMENT AND ADMINISTRATION OF OCIP PROGRAM, 6. INSURANCE BROKERAGE SERVICES, 9.RISK MANAGEMENT INFORMATION SYSTEM SERVICES.

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 5. Development and Administration of OCIP Program (5.1 - 5.20), 6. Insurance Brokerage Services (6.1 - 6.8), and 9. Risk Management Information System Services (9.1 - 9.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 5.1 through 5.20, 6.1 through 6.8, and 9.1 through 9.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-06 - YEAR 1: (OCIP) 7.CLAIMS MGMT SVCS, 8.SAFETY & LOSS CONTROL SVCS (except 8.13)
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners Refer to scope of work for information. N/A Broward County FL 33301 Qty 1

Description

YEAR 1: (OCIP) 7. CLAIMS MANAGEMENT SERVICES, 8. SAFETY & LOSS CONTROL SERVICES (except 8.13)

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 7. OCIP Claims Management Services (7.1 – 7.17), and Item Nos. 8.1 - 8.12 OCIP Safety and Loss Control Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 7.1 through 7.17 and 8.1 through 8.12.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item). Additionally, **Do Not include the cost for the Safety and Loss**

Control Personnel (Item 8.13) in the one-year price for this line item.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-07 - YEAR 1: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME**

Quantity **1 year**

Unit Price

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

Refer to scope of work for information.

N/A

Broward County FL 33301

Qty 1

Description

YEAR 1: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services – Owner Controlled Insurance Program (OCIP) Services, Item No. 8.13 Safety/Loss Control Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 8.13).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

Note: We are seeking an annual cost for just One (1) Full-Time Safety/Loss Control Personnel. However, we will require One (1) Full-Time Safety/Loss Control Personnel per project. Therefore, we may on occasion need additional Personnel.

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-08 - YEAR 2: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT SERVICES**

Quantity **1 year**

Unit Price

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

Refer to scope of work for information.

N/A

Broward County FL 33301

Qty 1

Description

YEAR 2: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 1. Core Services (1.1 - 1.12), and 2. Insurance Placement and Management Services (2.1 - 2.24).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 1.1 through 1.12 and 2.1 through 2.24.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursable, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-09 - YEAR 2: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description
YEAR 2: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 3. Claims Advocacy and Claims Services (3.1 - 3.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 3.1 through 3.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees in** the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-10 - YEAR 2: (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description
YEAR 2 : (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 4.1 - 4.4 Loss Control and Safety Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 4.1 through 4.4.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees in** the one-year price for this line item). Additionally, **Do Not include the cost for the Loss Control and Safety Personnel (Item 4.5)** in the one-year price for this line

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-11 - YEAR 2: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME
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Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to scope of work for information.
N/A
Broward County FL 33301
Qty 1

Description

YEAR 2: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 4.5 Loss Control/Safety Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 4.5).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees **(Except for Commission Fees - Do Not include Commission Fees in the one-year price for this line item).**

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-12 - YEAR 2: (OCIP) 5.DEVELOP/ADMIN PROG, 6.INS BROKERAGE SVCS, 9.RISK MGMT INFO SYS**
Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to scope of work for information.
N/A
Broward County FL 33301
Qty 1

Description

YEAR 2: (OCIP) 5. DEVELOPMENT AND ADMINISTRATION OF OCIP PROGRAM, 6. INSURANCE BROKERAGE SERVICES, 9. RISK MANAGEMENT INFORMATION SYSTEM SERVICES.

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 5. Development and Administration of OCIP Program (5.1 - 5.20), 6. Insurance Brokerage Services (6.1 - 6.8), and 9. Risk Management Information System Services (9.1 - 9.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 5.1 through 5.20, 6.1 through 6.8, and 9.1 through 9.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees **(Except for Commission Fees - Do Not include Commission Fees in the one-year price for this line item).**

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-13 - YEAR 2: (OCIP) 7. CLAIMS MANAGEMENT SERVICES, 8. SAFETY & LOSS CONTROL SERVICES**

Broward County Board of
County Commissioners

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Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to scope of work for information.](#)
N/A
Broward County FL 33301
Qty 1

Description

YEAR 2: (OCIP) 7. CLAIMS MANAGEMENT SERVICES, 8. SAFETY & LOSS CONTROL SERVICES (except 8.13)

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 7. OCIP Claims Management Services (7.1 – 7.17), and Item Nos. 8.1 - 8.12 OCIP Safety and Loss Control Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 7.1 through 7.17 and 8.1 through 8.12.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item). Additionally, **Do Not** include the **cost for the Safety and Loss Control Personnel (Item 8.13)** in the one-year price for this line item.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-14 - YEAR 2: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME**
Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
[Refer to scope of work for information.](#)
N/A
Broward County FL 33301
Qty 1

Description

YEAR 2: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services – Owner Controlled Insurance Program (OCIP) Services, Item No. 8.13 Safety/Loss Control Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 8.13).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

Note: We are seeking an annual cost for just One (1) Full-Time Safety/Loss Control Personnel. However, we will require One (1) Full-Time Safety/Loss Control Personnel per project. Therefore, we may on occasion need additional Personnel.

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-15 - YEAR 3: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT**

SERVICES

Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to scope of work for information.
N/A
Broward County FL 33301
Qty 1

Description

YEAR 3: (GENERAL) 1. CORE SERVICES; 2. INSURANCE PLACEMENT & MANAGEMENT SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 1. Core Services (1.1 - 1.12), and 2. Insurance Placement and Management Services (2.1 - 2.24).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 1.1 through 1.12 and 2.1 through 2.24.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursable, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-16 - YEAR 3: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES**
Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
Refer to scope of work for information.
N/A
Broward County FL 33301
Qty 1

Description

YEAR 3: (GENERAL) 3. CLAIMS ADVOCACY AND CLAIMS SERVICES

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 3. Claims Advocacy and Claims Services (3.1 - 3.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 3.1 through 3.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-17 - YEAR 3: (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)**
Quantity **1 year**
Unit Price
Delivery Location **Broward County Board of County Commissioners**

Broward County Board of
County Commissioners

Bid GEN2125820P1

Refer to scope of work for information.

N/A

Broward County FL 33301

Qty 1

Description

YEAR 3 : (GENERAL) 4. LOSS CONTROL AND SAFETY SERVICES (except 4.5)

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item Nos. 4.1 - 4.4 Loss Control and Safety Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 4.1 through 4.4.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees **(Except for Commission Fees - Do Not include Commission Fees in the one-year price for this line item).** Additionally, **Do Not include the cost for the Loss Control and Safety Personnel (Item 4.5) in the one-year price for this line**

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-18 - YEAR 3: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME**

Quantity **1 year**

Unit Price

Delivery Location

**Broward County Board of County
Commissioners**

Refer to scope of work for information.

N/A

Broward County FL 33301

Qty 1

Description

YEAR 3: (GENERAL) 4.5. LOSS CONTROL, SAFETY PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 1: Agent/Broker Insurance Services - General, Item No. 4.5 Loss Control/Safety Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 4.5).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees **(Except for Commission Fees - Do Not include Commission Fees in the one-year price for this line item).**

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item **GEN2125820P1--01-19 - YEAR 3: (OCIP) 5.DEVELOP/ADMIN PROG, 6.INS BROKERAGE SVCS, 9.RISK MGMT INFO SYS**

Quantity **1 year**

Unit Price

Delivery Location

**Broward County Board of County
Commissioners**

Refer to scope of work for information.

Broward County Board of
County Commissioners

Bid GEN2125820P1

N/A
Broward County FL 33301
Qty 1

Description

YEAR 3: (OCIP) 5. DEVELOPMENT AND ADMINISTRATION OF OCIP PROGRAM, 6. INSURANCE BROKERAGE SERVICES, 9. RISK MANAGEMENT INFORMATION SYSTEM SERVICES.

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 5. Development and Administration of OCIP Program (5.1 - 5.20), 6. Insurance Brokerage Services (6.1 - 6.8), and 9. Risk Management Information System Services (9.1 - 9.5).**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 5.1 through 5.20, 6.1 through 6.8, and 9.1 through 9.5.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-20 - YEAR 3: (OCIP) 7. CLAIMS MANAGEMENT SERVICES, 8. SAFETY & LOSS CONTROL SERVICES
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 3: (OCIP) 7. CLAIMS MANAGEMENT SERVICES, 8. SAFETY & LOSS CONTROL SERVICES (except 8.13)

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services, Item Nos. 7. OCIP Claims Management Services (7.1 – 7.17), and Item Nos. 8.1 - 8.12 OCIP Safety and Loss Control Services.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for items 7.1 through 7.17 and 8.1 through 8.12.

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees (**Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item). Additionally, **Do Not include the cost for the Safety and Loss Control Personnel (Item 8.13)** in the one-year price for this line item.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Item	GEN2125820P1--01-21 - YEAR 3: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME
Quantity	1 year
Unit Price	
Delivery Location	Broward County Board of County Commissioners <u>Refer to scope of work for information.</u> N/A Broward County FL 33301 Qty 1

Description

YEAR 3: (OCIP) 8.13. SAFETY/LOSS CONTROL PERSONNEL - FULL-TIME

Refer to **Scope of Services, Section 2: Agent/Broker Insurance Services – Owner Controlled Insurance Program (OCIP) Services, Item No. 8.13 Safety/Loss Control Personnel.**

The Unit Price entered for this line will be the Vendor's proposed (all-inclusive) not-to-exceed ANNUAL price for One (1) Full-Time Loss Control Safety Personnel (Item No. 8.13).

Price is to include, but not be limited to, all anticipated expenses such as travel, reimbursables, and fees **(Except for Commission Fees - Do Not include Commission Fees** in the one-year price for this line item).

Note: We are seeking an annual cost for just One (1) Full-Time Safety/Loss Control Personnel. However, we will require One (1) Full-Time Safety/Loss Control Personnel per project. Therefore, we may on occasion need additional Personnel.

Minimum Experience Requirements for Loss Control/Safety Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

The proposed Not-to-Exceed price is subject to reduction through negotiations.

Broward County General Information and Background

I. GENERAL INFORMATION AND BACKGROUND

Broward County is a political subdivision of the State of Florida. The County is governed by the provisions of its Charter (the "Charter") as amended – originally adopted by the citizens of the County on November 5, 1974. Under the Charter, the County functions as a home-rule government consistent with the provisions of the Florida Constitutions and the general laws of the State. It is guided by an elected nine-member Board: The Broward County Board of County Commissioners (the Board). The Board is the legislative and policy-making body of the County. Each of the nine Commissioners is elected from a separate district. Elections of Commissioners are held every two years for staggered four-year terms. Annually, the Board elects a mayor who serves as its presiding officer. The Board appoints the County Administrator who acts as the County's chief executive officer.

The County Administrator implements the policies of the Board, provides organizational leadership, directs business, and administrative procedures. The Board is governed by Florida Statutes and the County Charter. In addition, there are four elected Constitutional Offices:

- Clerk of the Circuit and County Courts (Judiciary)
- Property Appraiser
- Sheriff (BSO)
- Supervisor of Elections

The Board and the Constitutional Officers comprise the Broward County primary government. Among other things, the Board has broad financial responsibilities, including the approval of the annual budget of approximately \$6.7 billion.

Financial and budget reports for the County are available on the following web sites: <http://www.broward.org/budget> and www.broward.org/accounting

The County provides a broad range of services, including maintenance of streets, highways, bridges, traffic signals, parks, libraries, an airport, a seaport, a convention center, water and wastewater services, and provides community and human services.

II. RISK MANAGEMENT DIVISION

The Risk Management Division (RMD) is an integral part of the Finance and Administrative Services Department. It is responsible for managing and administering the County's safety and insurance programs. The County is generally self-insured for its liabilities: general liability; automobile liability including transit buses; and workers' compensation: but it purchases liability coverage for the airport and seaport.

Broward County General Information and Background

The County procures approximately 30 policies for selected risks through an agent/broker. Among the policies purchased are:

- Property (Total Insured Value \$7.1 billion)
- Excess Workers' Compensation
- Airport Liability
- Fine Arts
- Port Liability
- Crime & Dishonesty Coverage
- Pollution Liability

Presently, Broward County does not have a timeline for any new OCIP projects that would be applicable to this solicitation. However, the County anticipates that at least one of its future capital projects may qualify as an OCIP project during the initial three-year term of this contract.

The Risk Management Division works together with the Regional Emergency Services and Communications Division to ensure that the County is postured to be eligible for any applicable FEMA recovery in the event of a major storm or other FEMA-eligible event.

For more information about Broward County, see our website at: www.broward.org

AGENT/ BROKER INSURANCE AND MANAGEMENT SERVICES

SCOPE OF SERVICES

Broward County seeks Agent/Broker services to assist its Risk Management Division (RMD) and County Agencies; and for the Administration, Safety Oversight, and Agent/Broker services for any future Owner Controlled Insurance Program(s).

Section 1: Agent/Broker Insurance Services – General

Section 2: Agent/Broker Insurance Services – Owner Controlled Insurance Program (OCIP) Services

Agent/ Broker must be able to provide both general agent/broker insurance services and if needed, owner-controlled insurance program (OCIP) services.

Section 1: Agent/Broker Insurance Services – General The specific tasks to be performed by the selected Agent/ Broker include but may not be limited to the following:

1. Core Services
2. Insurance Placement and Management Services
3. Claims Advocacy and Claims Services
4. Loss Control and Safety Services

1. Core Services:

- 1.1 BROKER shall diligently render the professional services required of an Agent/Broker. Agent/Broker Services include, in addition to those indicated in this Exhibit, those customary and usual to the practice of an agent or broker.
- 1.2 BROKER shall make sufficient and appropriate personnel available to County staff in order to respond to questions, concerns, interpretation, or needs about any coverage or policy within twenty-four (24) hours of a request by County unless additional time is granted by County.
- 1.3 BROKER shall have senior level qualified personnel available to respond to questions, and to attend, whether in person or via telephone, Board of County Commission meetings and/or workshops, and other meetings as may arise.
- 1.4 BROKER shall be prepared to meet with County staff, in person, as needed and/or as requested by County to review current and projected coverage, claims, and/or insurance market conditions.
- 1.5 BROKER shall accompany or represent County in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties when requested.

- 1.6 BROKER shall fully disclose, in detail and by policy, any compensation earned by the BROKER prior to binding coverage.
- 1.7 BROKER shall provide a summary of the services performed, names of staff assigned, future plans, and any achievements which benefited the County within fourteen (14) calendar days of County's request.
- 1.8 BROKER shall prepare and submit all benchmarking data on behalf of County in compliance with any deadlines as requested by County.
- 1.9 BROKER shall, upon County's request, provide advice and counsel to County with respect to risk related issues in County's contracts and agreements.
- 1.10 BROKER shall prepare a certified annual stewardship report, and annually present this report using a computerized program or other electronic media at a date designated by County staff, unless advised otherwise by County. A copy of the report and electronic presentation shall be provided to County and shall include, but not be limited to: coverage types, coverage limits, deductibles or self-insured retentions, name of insurer, category, rating and size of insurer, premiums for the current year and previous three years, commissions paid by County for intermediaries, any and all other types of compensation paid by County for insurance placement, loss experience during the current year and previous three years, market forecast for the next renewal, obstacles to replacing coverage at the next renewal, comparison of coverage purchased by other governmental entities, especially those similar to County.
- 1.11 BROKER shall monitor legislative changes at local, state, and federal level, and notify and advise County to any pending legislation which may impact County insurance and risk management programs.
- 1.12 BROKER shall maintain an online portal accessible by County which contains County's insurance documentation including, but not limited to, copies of all policies, loss reports, proposal documents, binders, annual stewardship reports, exposure data, property schedules, and catastrophe studies. BROKER shall not limit the number of logins or passwords available to be assigned to County staff members.
- 1.13 BROKER shall, upon request of County, assist County in acquiring services which may generally be performed or required by insurance companies or the County including, but not limited to, property appraisal services, construction plan reviews, certificates of insurance (COI) system tracking, credit reporting tracking services, loss prevention services such as fire safety inspections and infrared thermographic studies, and other such related services as County may deem necessary. **The cost of these services shall be paid by the County and should not be included in any Unit Price section of this solicitation.**

2. Insurance Placement and Management Services:

2.1 BROKER shall be responsible for Procuring and Renewing all County liability property and casualty insurance policies ~~placements~~. Such policies will include, but not be limited to, the following County insurance programs, whether the County currently purchases or self- insures such programs:

- 2.1.1 Property
- 2.1.2 Inland Marine
- 2.1.3 Terrorism
- 2.1.4 Boiler & Machinery
- 2.1.5 Excess Workers' Compensation
- 2.1.6 Fine Arts
- 2.1.7 Excess Third Party Liability, Excess Automobile Liability,
Airport Liability
- 2.1.8 Port Liability
- 2.1.9 Pollution/Environmental Liability, Professional Liability,
Medical Malpractice
- 2.1.10 Cyber Liability
- 2.1.11 Crime and Dishonesty
- 2.1.12 Fidelity Bonds and other miscellaneous bonds
- 2.1.13 Miscellaneous Property and Liability Coverages
- 2.1.14 National Flood Insurance Program (NFIP) Policies
- Any other Property and Casualty insurance coverage
purchased by County.

Commissions:

In addition to the "fees" earned for the services outlined in Section 1 of the Scope of Services (General), Broker may receive Commissions for the placement of flood insurance policies under the National Flood Insurance Program (NFIP). The NFIP does not allow for any rebating or netting down of commissions.

Broker may also receive commissions up to a maximum of 7% of the premiums for the placement of builder's risk, contractor's pollution liability and owner's protective professional indemnity coverage.

Broker may utilize intermediaries such as wholesale insurance broker, managing general underwriter or reinsurance broker for placement of County property insurance coverages. The compensation received by the intermediary for such placements is to be no more than 5.0% of the premium

placed by the broker. This compensation applies to intermediaries not owned by Broker and owned by, sharing common ownership, or otherwise affiliated with the Broker.

- 2.2 BROKER shall, upon request of County, assist County with premium forecasting, including preparing budgetary projections of the cost of the insurance coverage, by coverage type, or in a format requested by County.
- 2.3 BROKER shall assist County in the preparation of any needed or required applications for each policy for the marketing of new or renewal coverage. BROKER shall provide applications to the County with sections prefilled where applicable and will provide County copies of prior year's applications when available.
- 2.4 BROKER shall consider insurers' financial condition, capacity, history, claims handling ability, and claims payment history in its recommendations and proposals. BROKER shall not, except with prior written approval of County, place any insurance policy for County with any insurer that has a rating from A.M. Best of less than "A-,VII".
- 2.5 BROKER shall coordinate and negotiate the terms and conditions for all policy placements with the insurer or insurers, including manuscript endorsements and/or revisions to any policy placed on behalf of the County.
- 2.6 BROKER shall competitively market each policy whether new or renewal of existing coverage obtaining at least two quotes, unless not available in the marketplace, in which case, BROKER shall disclose and substantiate the unavailability of multiple markets with supporting documentation. When two or more quotes are obtained, BROKER shall provide a written recommendation of the best option and provide a written supporting explanation.
- 2.7 BROKER shall provide the County with the full, written, proposal of the complete results of its marketing efforts, including the companies contacted, proposed premiums, any use of indirect access to companies (Managing General Agencies or other types of placement service providers), and disclose declinations, as well as the reason for declination. The proposal shall also include an outline of the BROKER's recommended coverage (policies) and alternatives, possible options to increase or reduce coverage limits, deductibles or retentions, and proposed forms. Proposal shall be delivered to the County at least forty-five (45) calendar days prior to policy inception date. If BROKER is unable to meet the above timeframes, BROKER will advise County of same, and BROKER will provide status updates at least weekly to County.

- 2.8 BROKER shall provide County with access to policy files when policies are received by BROKER and send copies to County via email or as directed by County after policies are reviewed and deemed accurate.
- 2.9 BROKER shall promptly notify the County of any errors or deviations in each insurance policy within seven (7) business days of the discovery and clearly identify the deviation and the BROKER's plan to correct it.
- 2.10 Within sixty (60) days of receipt of each insurance policy, BROKER shall review each policy for accuracy, not limited to review of wording, forms utilized, rating classifications, exposures, limits of coverage, and deductibles or retentions.
- 2.11 BROKER shall deliver to County via email, unless a different delivery method is requested by County, each policy purchased within sixty (60) days of policy inception or notice as to why the policy is not available. If the policy is not available, BROKER shall provide written periodic monthly status reports until the policy is produced.
- 2.12 BROKER shall perform a quality assurance check of all existing insurance policies ninety (90) days prior to each policy's expiration date and advise whether such coverage conforms to the needs of the County and should be renewed.
- 2.13 BROKER shall report to County, in writing, its findings following each insurance policy review.
- 2.14 BROKER shall maintain complete and accurate policy files, including all endorsements and exclusions for all policies assumed, transferred to, or placed during the terms of this agreement.
- 2.15 BROKER shall provide written specifications to County when recommending any changes to existing coverage including demonstrating how the change would benefit County.
- 2.16 BROKER shall assist County with the gathering and assembling of **Construction Occupancy Protection Exposure (COPE)** data including primary and secondary building characteristics needed for catastrophe modeling software and underwriting submissions.
- 2.17 BROKER shall prepare and provide to County, on an annual basis, copies of computer catastrophe modeling studies to be used in the marketing of the property insurance program. Such catastrophe modeling studies shall be run utilizing the most recent versions of RMS and AIR catastrophe modeling software systems, or an alternate modeling system as may be agreed to by County in writing.

- 2.18 BROKER shall monitor financial condition and rating of each carrier throughout the term for each County purchased policy, and in the event an insurer's financial condition or rating negatively changes during the term of the policy, BROKER shall immediately notify County of such change and offer alternatives to such insurer for the County to use as a replacement.
- 2.19 BROKER shall, upon request of County, evaluate appropriateness of alternative financing mechanisms such as self-insurance, captive insurance, Insurance Linked Securities, Parametric Triggered Programs, and other non-insurance approaches to risk transfer. In addition, BROKER shall assist in structuring of same including recommendation of retention levels, stop-loss limits, etc.
- 2.20 BROKER shall suggest alternative risk financing vehicles that may reduce cost of risk to the County.
- 2.21 BROKER shall continually evaluate insurance programs and recommend changes and improvements.
- 2.22 BROKER shall review related insurance company audits for accuracy. Audits to be reviewed include, but are not limited to, workers' compensation audits and property schedule audits.
- 2.23 BROKER shall provide other insurance and risk related services as requested by County, subject to the capabilities of BROKER and mutual agreement of the parties.
- 2.24 BROKER shall, at BROKER's expense, travel to meet with insurance company representatives, as needed and as requested by County. BROKER shall, at BROKER's expense, accompany County staff whenever County staff travels to meet with insurance company representatives. This includes travel outside of the United States when necessary or requested.

3. Claims Advocacy and Claims Services:

- 3.1 BROKER shall provide claims handling instructions along with the appropriate claim contact, telephone number, address, and email address for each policy unless a lead carrier is identified for the specific coverage, in which case such information shall be provided as it pertains to the lead carrier.
- 3.2 BROKER shall have immediate access to claims administration services, such as a third-party administrator, for the possible assignment of claims handling as required by County.
- 3.3 BROKER shall perform periodic analysis of County claims reports to spot trends and offer advice as to risk management steps to curb potential future losses. The analysis shall include information pertaining to claim severity and frequency.

- 3.4 BROKER shall, upon request of County, assist County in reporting claims to insurers, gather data needed to report such claims, and monitor the handling and disposition of the claim to assure that County's rights are protected.
- 3.5 BROKER shall, upon request by County, evaluate and provide a report on the County's self-administered claims program.

4. Loss Control and Safety Services:

- 4.1 BROKER shall assist County in developing loss control programs and strategies.
- 4.2 BROKER shall, upon request of County, provide training and education services to County relative to loss control, safety, and related topics in the area of risk.
- 4.3 BROKER shall assist County and provide advice and counsel with respect to the development of County emergency procedures and disaster preparedness planning.
- 4.4 BROKER shall accompany insurers' representatives as they make site inspections, and BROKER shall provide County with feedback regarding insurer loss control activities and recommendations.
- 4.5 BROKER shall provide Safety and/or Loss Control personnel to County on a full-time basis. On-site Safety and/or Loss Control personnel must be employees of Agent/Broker.

Minimum Experience Requirements for Loss Control/Safety Services Personnel:

- 1. Hold a current Certified Safety Professional (CSP) certification.
- 2. Three years of safety work experience.

Section 2: Agent/Broker Insurance Services - Owner Controlled Insurance Program (OCIP) Services The specific tasks to be performed by the selected Agent/Broker for the OCIP include but may not be limited to the following:

- 5. Development and Administration of OCIP Program
- 6. OCIP Insurance Brokerage Services
- 7. OCIP Claims Management Services
- 8. OCIP Safety and Loss Control Services
- 9. OCIP Risk Management Information System Services

5. Development and Administration of OCIP Program:

Working in conjunction with the County and for County's benefit, the BROKER selected shall:

5.1 Design, Market, Price and Implement OCIP coverages.

Commissions:

In addition to the "fees" earned for the services outlined in Section 2 of the Scope of Services (OCIP), Broker may receive Commissions up to a maximum of 7% of the premiums for coverage lines placed, other than workers' compensation, general liability and excess or umbrella liability coverage. These coverages may include, but are not limited to, contractor's pollution liability coverage, builder's risk coverage and owner's protective professional indemnity coverage.

5.2 Develop OCIP Program Manuals (Insurance and Safety), including contractor procedures and instructions, work commencement and termination procedures, and provide the manual to Project architects and engineers, construction managers, and subcontractors of every tier; explain the OCIP Program to Developer and its architects, engineers, contractors, and subcontractors, and assist in preparing forms, and deducting bid credits. County shall approve final version of the Insurance and Safety Manuals.

5.3 Ensure the OCIP complies with all relevant laws and regulations; and administer the OCIP in compliance with Federal and State of Florida laws.

5.4 Make sufficient and appropriate personnel available to the County in order to respond to questions, concerns, or needs about any OCIP-related matter within twenty-four (24) hours of a request by County, including administration of contractor relations.

5.5 Have qualified senior-level personnel available to respond to questions, attend Board of County Commission meetings and Project related workshops (whether in person or via telephone), as requested by County.

5.6 Review bid and construction documents, including contracts and amendments, for any duplications or unnecessary coverage. ~~for~~ Review language concerning the OCIP, safety program, award program and insurance, and make recommendations as appropriate; coordinate with the County Attorney's Office and Developer concerning insurance contract terms and conditions to be included in the contracts of architects and engineers, construction managers, and subcontractors of every tier; review and recommend construction and bid documents language pertaining to vendors and suppliers as needed.

5.7 Analyze Project hazards and recommend appropriate levels of risk retention and transfer as needed to protect County from financial, reputational, or other loss.

5.8 Evaluate insurer offerings and identify the best OCIP insurance solutions including appropriate coverage, policy limits, and risk- financing structure.

- 5.9 Recommend the means to fund the security requirements associated with deductibles or self-insured limits included within the program design as applicable; survey potential insurance underwriters to determine market receptivity of OCIP.
- 5.10 Perform all site review and data gathering necessary to prepare underwriting submissions to OCIP insurance markets; collect payroll and other required reports from contractors and subcontractors and submit to underwriters as required; County should be provided a monthly report of all reported payroll.
- 5.11 Negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverage; obtain competitive proposals from qualified insurers and prepare final underwriting submissions for each line of insurance selected; host an underwriter forum or meeting prior to placement negotiations, if requested by County; bind coverage upon direction and approval of County.
- 5.12 Receive and review all master insurance policies, binders, certificates, endorsements, or other documents and provide County, along with comments relating to areas of concern, possible improvement, and alternative terms and conditions when the policies are forwarded to County; confirm that all negotiated coverage enhancements are provided and obtain revisions in documentation when needed.
- 5.13 Administer, review, and track all placements, binders, policies, and endorsements to avoid lapses of coverage and verify conformance of policies with desired coverages to ensure adequacy of coverage.
- 5.14 Request, collect, and verify OCIP enrollment forms, off-site insurance documentation, policy rating pages, and enroll and accept sub-tiers from contractors.
- 5.15 Review Developer proposals and design a system to verify that Developer and its contractors have removed insurance costs from their charges, as appropriate, and account for savings to County; participate in negotiations when requested by County to assure that proper charges are deducted.
- 5.16 Review all contractors' bids and workers' compensation experience modification factors and make recommendations to County regarding inclusion or exclusion of each of Developer's consultants' and contractors' participation in the OCIP.
- 5.17 Obtain evidence and ensure compliance of any insurance not otherwise provided by OCIP that is purchased by Developer, its contractors, consultants and subcontractors; promptly notify County, Developer, and other entity as directed, of any changes to a contractor's insurance; provide additional information required by an enrolled contractor to ensure compliance with the program and to avoid any gaps in coverage; track certificates of insurance for offsite insurance of contractors/subcontractors covered under OCIP.

- 5.18 Review all insurers' audits and verify their accuracy; verify compliance by Developer, its design builder and all other parties including consultants, with insurance requirements for exposures outside of the OCIP. Manage and audit change orders. Audits to be reviewed include, but are not limited to, workers' compensation audits, subcontractor enrollment, and safety inspection audits.
- 5.19 Issue evidence of insurance and endorsements, as required, to third parties; issue insurance verification and copies of insurance policies to all enrolled contractors.
- 5.20 Inform County of any market changes and recommend program changes as necessary to protect County's interests.

6. OCIP Insurance Brokerage Services:

Working in conjunction with County and for the benefit of County, the selected Agent/Broker shall:

- 6.1 Amend or change policies in response to exposure changes or market conditions over the course of the Project.
- 6.2 Coordinate and enroll contractors and subcontractors of any tier in the OCIP; issue binders, certificates of insurance and policies to all insured parties when required by County.
- 6.3 Attend County risk management meetings, when requested by County, to provide a status report on the insurance placement negotiations through Project and OCIP completion; prepare cost reports that show both the OCIP cost as well as the contractor and subcontractor insurance bid deductions to monitor OCIP savings.
- 6.4 Ensure that enrolled contractors and OCIP insurers accurately complete payroll audits; review and audit all data received from contractors; following a subcontractor's completion of work, review performance and quality, and calculate final insurance deductions.
- 6.5 Produce and verify the accuracy of bills, audits, and any other premium adjustments; advance premium as required and forward monthly bills to County for payment; County and selected OCIP firm shall jointly develop a method or procedure to handle premium and claims payment over the course of the Project.
- 6.6 Review OCIP insurance premium audits and final premium for accuracy; perform annual audits including but not limited to: applicable coverages, enrollment, exposure data, form verification, claims reporting, compliance with laws, and safety and loss control policies, while delineating the OCIP costs, verification of insurance bills and OCIP premium adjustments.
- 6.7 Prepare and distribute monthly, quarterly, and annual reports to the County relevant to the operating and financial status of the OCIP. Prepare and distribute final OCIP financial status reports for each OCIP project. Prepare a closeout report for the Project documenting savings realized on the Project.

- 6.8 Prepare and distribute monthly reports to the County to include but not limited to: (a) non-compliance; (b) OCIP enrollment; (c) rosters of enrolled and non-enrolled contractors, including start-up and completion dates and identifying general/subcontractor relationships; (d) payroll and labor hours by contractor; (e) compliance exception report identifying contractors not submitting required payroll, insurance compliance, enrollment or closeout forms; (f) contractor loss performance tied to payroll and labor hours; (g) summaries of safety write-ups, by contractor; and (h) applied deductibles and recoveries (by contractor and for third parties).

7. OCIP Claims Management Services:

Working in conjunction with County and for the benefit of County, the selected Agent/Broker shall:

- 7.1 Develop, issue, distribute and maintain claims handling procedures and OCIP Claims Manual.
- 7.2 Evaluate claims reporting and processing procedures to address the Project's needs, make recommendations and manage implementation with approval of County. Evaluation should include but is not limited to: onsite or offsite medical or first aid provider in coordination with the Project, cost containment, structured settlements, or other methods to reduce claim costs, adjusting procedures, and procedures for the handling of claims arising from the Project but not insured under the OCIP.
- 7.3 Present claims to insurers for insured losses; provide or coordinate prompt payment or settlement of claims; report workers' compensation loss data to rating bureaus in a timely manner.
- 7.4 In accordance with County's procedures for handling claims, initiate adjusting services.
- 7.5 Provide a monthly summary to County of claims occurring the previous month. Summary should include but may not be limited to: the date, type of claim, cause of claim, paid cost, reserve cost, and total cost.
- 7.6 Hold quarterly claim review meetings with County to discuss status of all open claims, claim trends, aggregate cost to date, exposure changes and safety and loss control recommendations.
- 7.7 Broker will monitor claims and payroll information, by individual contractor, to the State Worker's Compensation Rating Bureau for promulgation.
- 7.8 Develop a system to assure that claims are assigned to the contractor involved in the loss and to avoid claim allocation errors.

- 7.9 Assist in claims investigations, claims administration, litigation management reserve analysis, and loss mitigation programs; assist in the timely adjustment and settlement of claims and losses and advise on coverage application to specific loss situations.
- 7.10 Act as the liaison between the insured, Third Party Claims Administrators, Contractors/Subcontractors on all claims and incidences.
- 7.11 Monitor loss runs to identify developing loss trends and recommend corrective action, as appropriate.
- 7.12 Provide third-party recovery and subrogation management to the extent losses occur within any self-insured retention or program deductible.
- 7.13 Manage all claims related to the OCIP program, as applicable, for three (3) years after final completion of the Project as the term "Final Completion" is defined in the Agreement between the contractor and developer of the Project.
- 7.14 Manage contracts with medical personnel, legal representatives, surveillance personnel and other necessary parties for the defense of claims, with approval of County.
- 7.15 Determine eligibility, enroll, and establish "close out" procedures for all covered parties in the OCIP; distribute claim reporting procedures and forms to parties of any tier covered by OCIP.
- 7.16 Submit claim reports to appropriate carrier(s) and to County; maintain accurate claim data on an accident date basis or as otherwise instructed by County.
- 7.17 Provide reports regarding periodic review of claims, specific cases, reserving practices, reporting procedures and adequacy of claim statistics.

8. OCIP Safety and Loss Control Services:

Working in conjunction with County and for the benefit of County, the BROKER shall:

- 8.1 Work with County to design and develop a safety and loss control program for the Project; Institute, conduct or develop training and educational programs for County, contractors and subcontractors as needed during the term of the Project.
- 8.2 Assist, when requested by the County, in the development of a safety incentive program for contractors and subcontractors; Identify the need and provide a resource for safety training programs for their personnel.

- 8.3 Assist, when requested by the County, in the development of an OCIP-specific emergency management and recovery plan for each project.
- 8.4 Ensure the OCIP complies with all relevant laws and regulations, including reporting, contractor safety screening and establishment of required programs.
- 8.5 Recommend safety and loss control language to the County Attorney and Developer for all construction bid and contract documents, which may include: (a) authority to stop activities deemed imminently hazardous to employees, workers, or the general public, (b) recommendations on selection of contractors and subcontractors based on safety performance, (c) insurance requirements, (d) safety programs, (e) cash incentives and/or safety recognition programs.
- 8.6 Attend meetings (such as pre-bid, pre-construction, safety meetings, construction progress meetings, etc.) when requested by County, to ensure compliance is maintained and communicated.
- 8.7 Provide risk control services including exposure identification, evaluation, analysis, and recommendations for appropriate controls.
- 8.8 Provide physical site surveys and observations of the construction work and make recommendations regarding regulatory agency and OCIP safety program compliance and provide monthly reports to County.
- 8.9 Provide on-site safety services to include routine safety inspections and incident/accident investigations. Assist and participate in the contractor's and subcontractor's accident investigations to assure the cause of the incident is determined and corrective measures are taken to prevent re-occurrence. Provide a report of findings within seven (7) calendar days of the completed inspection or investigation.
- 8.10 Obtain and provide a register of on-site safety violations, concerns, and corrections, and provide a post Project "lessons learned report" to the County quarterly. Maintain OSHA records and provide at County's request. Project lessons learned report will be a written report deliverable consisting of at a minimum the main challenges faced and successes within the Project, how challenges were or could be overcome, recommendations to improve future programming of the Project, and successes of the Project.
- 8.11 Review each contractor's site-specific safety plans and ensure that they meet or exceed the minimum requirements of the master safety plan including all applicable laws and regulations.
- 8.12 Coordinate carrier loss control inspections. Negotiate with the selected carrier to include loss control services within the cost of the insurance premium. If the carrier proposes specific number of hours for the Project these hours must be specifically identified and communicated to County prior to final negotiations.
- 8.13 Ensure there will be separate on-site safety and loss control employees of the Agent/Broker for each OCIP project. Provide full-time, on-site safety personnel to

monitor contractors and subcontractors and ensure ongoing compliance of the Project with the safety and loss control program. On-site safety personnel must be employees of Agent/Broker.

Minimum Experience Requirements for Safety/Loss Control Services Personnel:

1. Hold a current Certified Safety Professional (CSP) certification.
2. Three years of safety work experience.

9. OCIP Risk Management Information System (RMIS) Services:

Working in conjunction with County and for County's benefit, the selected proposer shall:

- 9.1 Develop a system to maintain or provide project and claims data, contractor enrollment tracking, exposure reporting, FEMA-related data and loss information in a program with web- based functionality.
- 9.2 Provide OCIP Program Software that incorporates and interfaces with RMIS Software and OCIP data, including but not limited to project data, claims data, contractor/subcontractor enrollment and insurance tracking, FEMA-related data tracking, safety and loss control data, and payroll data.
- 9.3 Maintain tracking logs that includes, but is not limited to, the following:
 - 9.3.1 An alphabetical listing of all contractors and subcontractors.
 - 9.3.2 Insurance program coverage specifications, limits of liability, policy type, policy numbers and term, and insurance policy register.
 - 9.3.3 Estimated contract and payroll data listed by project or contractor, labor classifications, rates and lower tier contractor cost and monthly payroll report.
 - 9.3.4 Program statistics by project, and by total program, for each project, contractor, subcontractor, and change orders.
- 9.4 Maintain and provide to County financial information, including development and trending of claims, reserves analysis, and retrospective rating analysis as appropriate, records of transactions and other information as appropriate.
- 9.5 Ensure all components of RMIS Software and OCIP Program Software adhere to industry best practices for data privacy, security, encryption, and recovery measures to comply with all State and Federal Law including Florida Public Records Laws; provide documentation of such procedures and practices to County.

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 Periscope S2G for the response to be deemed valid by the County. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive. 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 Form**. 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. Criminal History Screening Practices Certification

Refer to **Criminal History Screening Practices Certification Form**. 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.

3. 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:

A 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.

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 the 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 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 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 obtain the required insurance coverages.

6. **Ownership Disclosure**

Vendor must submit a completed Ownership Disclosure Form at the link below.

- a. Broward County is collecting entity ownership information for Vendors. This is for informational purposes **only** and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will **not** be used in determining whether the Vendor will receive a contract award.
- b. The Ownership Disclosure Form must be completed by the responding Vendor as a matter of Vendor responsibility. If not submitted by time of submittal, the Vendor shall be required to submit the form within three (3) business days after request by the County. Failure to submit the form within this timeframe may result in Vendor being deemed nonresponsive.
- c. Submit the form **only** through the link provided below. Do not submit the form as part of Vendor's response in Periscope S2G.
- d. Link for form submittal: Ownership Disclosure Form.

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. Drug-Free Workplace Certification
- b. Non-Collusion Certification
- c. Public Entities Crimes Certification
- d. Scrutinized Companies List Certification

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

If the Subcontractors/Subconsultants/Suppliers Information Form is included in the solicitation, 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 Requirement** form and submit as instructed.

D. **Standard Agreement Language Requirements**

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.

1. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
2. 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.
 - b. 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.
 - c. 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. Cone of Silence

1. The Board of County Commissioners updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.
2. The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the Cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business Development (OESBD) Small Business Development Specialist Supervisor (954) 357-6400, and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.
3. The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.
4. Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.
5. Review the Cone of Silence Ordinance, [Section 1-266](#) of the Broward County Code of Ordinances, for more detailed information.

F. 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. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.
3. The County is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:

- a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{x (Maximum Number of Points for Price)}} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. 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.

G. Demonstrations

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. 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, 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.

H. 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 during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

I. 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.

J. Evaluation Committee Meetings

Evaluation Committee Meetings are posted on Broward County's Sunshine Meetings website.

K. Committee Appointment

The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

L. Committee Questions, Request for Clarifications, Additional Information

1. 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.
2. 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.

M. 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.

N. 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, at least one copy (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 212
Fort Lauderdale, FL 33301

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

O. 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 use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response 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.

P. 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.

Q. 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.

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

S. 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 recommendation for award and recommendation of rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

T. 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.

U. Vendor Protest

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

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.
4. 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.

V. 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.

W. 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.

X. 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.

Y. 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). Evaluation Criteria responses should be non-locked file format.

6. 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.
7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

9. 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 April 7, 2022

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to submittal rejection. For the sole purposes of this solicitation: Consultant, Contractor, Prime Vendor, and Vendor all refer to the company/entity submitting a response to this RFP; these words may or may not be capitalized in this solicitation but shall have the same meaning whether or not capitalized, unless the context requires otherwise. For the sole purposes of this solicitation: a reference to a section includes its subsection(s) unless the context requires otherwise.

SECTION 1 – ADDITIONAL RESPONSIVENESS CRITERIA

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

1.1. PRICE:

1.1.1. Periscope S2G Place Offer TAB:

- 1.1.1.1. Please refer to the **Periscope S2G Place Offer TAB**. Pricing **must** be completed via **Periscope S2G Place Offer TAB** and submitted at time of solicitation due date to be responsive to solicitation pricing requirements.
- 1.1.1.2. Vendors **must** submit pricing on the **Periscope S2G Place Offer TAB**. It is the Vendor's sole responsibility to assure their pricing is submitted and received electronically through Periscope S2G by the date and time specified in the solicitation. The County will not consider pricing received by other means. Pricing submitted electronically on the **Periscope S2G Place Offer TAB** is a matter of **responsiveness**. Failure to complete and electronically submit pricing on the **Periscope S2G Place Offer TAB** shall determine the Vendor to be **nonresponsive** to the solicitation pricing requirements.
- 1.1.1.3. The total points awarded for price will be based on the Vendor's proposed not-to-exceed three (3) year initial term contract amount submitted electronically on the **Periscope S2G Place Offer TAB**. Note: Twenty-one (21) line items make up the entire three (3) year initial term. A price must be entered for each of the twenty-one (21) line items.
- 1.1.1.4. Vendors are informed that their proposed not-to-exceed price is being used for scoring purposes, and remains subject to negotiation, which may result in a reduction.

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

- 1.1.2. **Pricing Submission:** In submitting the **Periscope S2G Place Offer TAB** the proposal **must** be completed in the following manner:
- 1.1.2.1. If it is the intent of the Vendor to perform or provide any services or commodities at no cost to the County, then \$0.00 (zero) dollars **must** be referenced in the unit price field.
 - 1.1.2.2. If pricing is required for multiple years, pricing for each year **must** be completed by the Vendor.
 - 1.1.2.3. The not-to-exceed pricing submitted for each line item is to be inclusive of all anticipated costs (i.e., travel related expenses, etc.)
 - 1.1.2.4. Vendor's proposed price should not be bundled or included in another line item unless specifically directed to do so.
 - 1.1.2.5. No fields shall be left blank on the **Periscope S2G Place Offer TAB**.
 - 1.1.2.6. No condition, caveat, or exception on price(s) shall be submitted.
 - 1.1.2.7. No tier pricing shall be submitted.
 - 1.1.2.8. No changes to the Pricing or inclusion of additional items will be accepted.
 - 1.1.2.9. **Non-adherence to the above may be cause for the County to deem your proposal non-responsive.**
 - 1.1.2.10. **Please do not use "N/A", "—" or any other symbols. It is the responsibility of the Vendor to ask questions or seek clarification regarding pricing prior to the Solicitation's due date. The County will not seek clarification on pricing.**
 - 1.1.2.11. **The proposed Not-to-Exceed price is subject to reduction through negotiations with the selected vendors.**

Note: An explanation pertaining to Commission Fees is included in Sections 2.1 and 5.1 of the Scope of Services. **This explanation is for informational purposes only. DO NOT include Commission Fees** in the annual pricing submitted for any of the pricing line items in Periscope S2G.

- 1.2. **DOMESTIC PARTNERSHIP ACT REQUIREMENT:** Vendors **must** comply with the Domestic Partnership Act unless they are exempt from the requirement per Ordinance. Vendors **must** follow the instructions included within the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

SECTION 2 – ADDITIONAL RESPONSIBILITY CRITERIA:

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

- 2.1. **OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT PROGRAM:** This solicitation is **open** to the general marketplace. Refer to **Procurement Preferences for Broward County Small Business Enterprises and County Business Enterprises** and submit as instructed.
 - 2.1.1. No County Business Enterprise (CBE) goal, or CBE or Small Business Enterprise (SBE) reserve, is established in connection with this procurement.
 - 2.1.2. In accordance with the County Business Opportunity Act of 2012, [Sec. 1-81.10\(a\)\(2\)](#), if upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract. To be eligible for this procurement preference, Vendor must be a certified Broward County SBE or CBE at the time of the solicitation end date.
- 2.2. **LICENSE REQUIREMENTS:** Vendors must possess a current and valid **2-20 Florida General Lines Agent License** through the **Florida Office of Financial Regulation**. Vendor should submit (with its submittal) satisfactory proof of compliance (as determined in the sole and absolute discretion of the County) with the **Florida Office of Financial Regulation** license requirement. If not provided with submittal, Vendor must submit within three (3) business days of County's written request. Vendor may be deemed non-responsible for failure to fully comply with the **Florida Office of Financial Regulation** license requirements of this solicitation.
- 2.3. **AUTHORITY TO TRANSACT INSURANCE IN FLORIDA:**
 - 2.3.1. A Vendor must have the authority to transact insurance in the State of Florida and be in good standing with the Florida Office of Insurance Regulation. For further information, contact the Florida Office of Insurance Regulation.
 - 2.3.2. The County will review the Vendor's business status based on the information provided in response to this solicitation. Florida Office of Insurance Regulation Link to Search Records: Florida Office of Insurance Regulation.
 - 2.3.3. It is the Vendor's responsibility to comply with all state and local business requirements.

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

- 2.3.4. Vendor should provide evidence (i.e., a copy of the Search Record from the Florida Office of Insurance Regulation website) of its active Florida Office of Insurance Regulation Company Code or NAIC Company Code.
- 2.3.5. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact insurance in the State of Florida or show evidence (i.e., a copy of the application submitted to the Florida Office of Insurance Regulation) of application for the authority to transact insurance in the State of Florida, upon request of the County.
- 2.3.6. At the sole determination of the County, a Vendor that is not in good standing with the Florida Office of Insurance Regulation at the time of a submission to this solicitation may be deemed non-responsible.
- 2.3.7. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

SECTION 3 – STANDARD AGREEMENT LANGUAGE REQUIREMENTS

Refer to the **Standard Instructions for Vendors, Section D. Standard Agreement Language Requirements**. Vendors should review the following terms and conditions which are applicable to this solicitation. If exceptions are taken, the Vendor **must** specifically identify same on the **Agreement Exception Form** and submit as instructed. The applicable Agreement Terms and Conditions for this solicitation can be located at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

- 3.1. **AGREEMENT:** Please refer to <https://www.broward.org/purchasing/documents/SFA1.pdf> (hereinafter, “Agreement”). Exception(s) to any provision of the Agreement **must** be specifically identified and included in the **Agreement Exception Form**.
- 3.2. **SECURITY REQUIREMENTS:** Please refer to “Security Requirements” which are included in this RFP solicitation. Exception(s) to any provision of the Security Requirements **must** be specifically identified and included in the **Agreement Exception Form**.

SECTION 4 – EVALUATION CRITERIA

- 4.1. In addition to the requirements set forth in the **Standard Instructions to Vendors, Section F. Evaluation Criteria** the County will compile all responses into an **Evaluation Matrix**. The Evaluation Criteria Matrix will be distributed to the Evaluation Committee prior to the Evaluation Committee Meeting(s). During the Evaluation Committee Meeting(s), based on the information compiled in the Evaluation Matrix, the Evaluation Committee may seek clarification from each Vendor and or County staff.

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

SECTION 5 – VENDOR REFERENCE VERIFICATION

- 5.1. Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its referenced organization/firm to complete and return to the Vendor's attention. The County will verify references provided as part of the review process. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. If not submitted with solicitation response, it must be submitted within three (3) business days of County's written request.

SECTION 6 – LOCAL PREFERENCE:

- 6.1. Local preference **applies** to this solicitation. Vendors that are exempt from payment of the Broward County issued Local Business Tax Receipt under the provisions of Section 205.162, Florida Statutes, should submit **Proof of Exemption** with its response by the solicitation's deadline. If not submitted with solicitation response, it must be submitted within three (3) business days of County's written request.

SECTION 7 – DEMONSTRATIONS

- 7.1. Demonstrations are not applicable to this solicitation.

SECTION 8 – PRESENTATIONS

- 8.1. Presentations **apply** to this solicitation. Please refer to **Standard Instructions to Vendors, Section H. Presentations**, for additional information and requirements. Vendors determined by the Evaluation Committee to be both **responsive** and **responsible** to the requirements of this solicitation, will be required to make an oral presentation to the Evaluation Committee.

SECTION 9 – PUBLIC ART AND DESIGN PROGRAM

- 9.1. The Public Art and Design Program does not apply to this solicitation.

SECTION 10 – PROCUREMENT AUTHORITY

- 10.1. Pursuant to Section 21.33. of the Broward County Procurement Code, "Issuance of RFPs, RLIs, and RFQs with an anticipated total value of more than \$500,000 requires Board approval."

SECTION 11 – PROJECT FUNDING SOURCE

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

SPECIAL INSTRUCTIONS TO VENDORS
AGENT/BROKER INSURANCE AND MANAGEMENT SERVICES

SECTION 12 – PROJECTED SCHEDULE & MEETINGS

- 12.1. **SUNSHINE MEETINGS:** The date, time, and location of the **Initial Evaluation Committee Meeting** is to be determined. The date, time, and location of the **Final Evaluation Committee Meeting** is to be determined. Please check this website for any changes to the above tentative schedule for Sunshine Meetings: <http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>
- 12.2. **VIRTUAL MEETINGS:** If circumstances (such as those related to COVID-19) require the meetings identified in this Section to be virtual meetings, such meetings will be held through a conferencing application (such as Microsoft Teams) which can be accessed by phone or computer. Vendors invited to participate in virtual presentations will be required to do so using the application established for the virtual meeting.

SECTION 13 – PROJECT MANAGER INFORMATION

- 13.1. Wayne Fletcher, Director, Risk Management Division, wfletcher@broward.org

SECTION 14 – PROJECT QUESTIONS

- 14.1. Vendors are requested to submit questions regarding this solicitation through the Question & Answer (Q&A) section in Periscope S2G; answers will be posted through Periscope S2G.

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Evaluation Criteria

Agent Broker Insurance and Management Services (Total Maximum Points = 100)

The Evaluation Committee will evaluate and or score Vendors as per the following criteria. Please refer to **Standard Instructions to Vendors, Section F Evaluation Criteria** and the **Special Instructions to Vendors, Section 4**, for additional information and requirements.

SECTION 1 QUALIFICATIONS OF PROFESSIONAL PERSONNEL 40 POINTS (MAX)	POINTS VALUE
1.1. Project Manager and Key Staff Qualifications Describe the specific qualifications (including education, designations, and experience) of Project Manager, Key Staff and subconsultants that make each qualified to perform the scope of services. Include an organizational chart indicating Project Manager, Key Staff and any subconsultants, and the services to be performed. This chart should include personnel assigned to perform the Agent/Broker General insurance services and the Owner Controlled Insurance Program services. Be sure to address the item below as part of your response: a. Identify those key staff that are local in the South Florida Region.	10
1.2. Project Manager and Key Staff Experience with Large Florida Property Insurance Programs Describe the experience of the Project Manager, Key Staff members and essential subconsultants with large property insurance programs in Florida. Be sure to address the items below as part of your response: a. Experience negotiating with large U.S. property insurers and Lloyds syndicates. b. Experience with property insurance programs for entities with Total Insured Values (TIV) in excess of \$3 billion.	10
1.3. Project Manager and Key Staff Experience with Florida Government Casualty Insurance Programs Describe the experience of the Project Manager, Key Staff members and any subconsultants with providing and servicing casualty (i.e., workers' compensation, general liability, public officials liability, automobile, crime, etc.) insurance programs on behalf of Florida governmental entities.	10

Evaluation Criteria

Agent Broker Insurance and Management Services (Total Maximum Points = 100)

1.4. Project Manager and Key Staff Experience with Airports Describe the Project Manager and Key Staff members experience with airports and the scope of insurance services provided. Vendor should include dates such services were provided, the number of annual passenger enplanements for the airport, and the types of coverage that Vendor placed/serviced for such entity. Be sure to address the items below as part of your response: a. Experience placing airport liability and aviation-related coverages, b. Experience with major U.S. airports, which have average annual passenger enplanements exceeding 10 million.	5
1.5. Project Manager Key Staff Experience with Seaports Describe the Project Manager and Key Staff members experience with seaports and the scope of insurance services provided. Vendor should include information relating to the dates such services were provided, the number of annual tonnage of waterborne trade at the seaport, and the types of coverage that Vendor placed/serviced for such entity. Be sure to address the items below as part of your response: a. Experience placing marine insurance coverages, b. Experience with major U.S. seaports, which handle annual waterborne trade (foreign and domestic) exceeding 10 million tons.	5
SECTION 2 SERVICES AND PROGRAM APPROACH 30 POINTS (MAX)	
	POINTS VALUE
Describe the Vendor's approach to the project. Include how the Vendor will use any subconsultants in the project.	
2.1. As referenced in the Scope of Services, Section 1: General, for Insurance Placement and Management Services, provide a conceptual description of how Vendor will approach the placement of insurance policies, and what methodology Vendor will use to guarantee that the County will receive the broadest and most cost-effective insurance programs.	10
2.2. Discuss Vendor's approach to Claims Advocacy and Claims Services as referenced in the Scope of Services, Section 1 – General. Describe the overall claims administration and claims personnel to address such claims advocacy and management services.	5

Evaluation Criteria

Agent Broker Insurance and Management Services (Total Maximum Points = 100)

2.3. Describe how Vendor will address Loss Control and Safety Services, as outlined in Scope of Services, Section 1: General. Be sure to address specifically the following: a. Provide training and educational services to County, b. Providing full time and part time safety and/or loss control personnel, as requested by the County.	5
2.4. Provide a conceptual description of how Vendor will approach the development and administration of an OCIP program. Identify the methodology Vendor will use to guarantee that the County will receive the broadest and most cost-effective OCIP programs.	5
2.5. Specify how Vendor will approach the following referenced in the Scope of Services, Section 2: OCIP: a. OCIP Insurance Brokerage Services b. OCIP Claims Management Services c. OCIP Safety and Loss Control Services d. OCIP Risk Management Information System Services	5
SECTION 3 PAST PERFORMANCE 10 POINTS (MAX)	
3.1. Vendor should provide a minimum of two references for similar agent/broker insurance services performed for a governmental entity showing evidence of qualifications and previous experience. Vendor should also provide one reference for an OCIP program administered for a governmental entity showing evidence of qualifications and prior experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for Vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.	10

Evaluation Criteria

Agent Broker Insurance and Management Services (Total Maximum Points = 100)

SECTION 4 WORKLOAD OF THE FIRM 5 POINTS (MAX)		POINTS VALUE
4.1. List all completed and active insurance services that Vendor has managed within the past five years for similar governmental entities. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.		5
SECTION 5 LOCATION 5 POINTS (MAX)		POINTS VALUE
5.1. Refer to Location Certification Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses. Points shall be allocated as follows based on the proposer's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture), and Option 5 (0 points).		5
SECTION 6 PRICING 10 POINTS (MAX)		POINTS VALUE
6.1. The pricing points will be based on the Vendor's Total Not-to-Exceed price entered via the Periscope S2G Place Offer Tab for all twenty-one (21) line items (GEN2125820P1--01-01 through GEN2125820P1--01-21). Refer to Special Instructions to Vendors Section 1.1 for additional information regarding Price. The total points awarded for Price is determine by applying the following formula: (Lowest Proposed Price/Vendor's Price) x 10 = Price Score.		10

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified SBE.
- ☐ Firm is a Broward County certified CBE
- ☐ Firm is not a Broward County certified SBE or CBE

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.
Revised May 1, 2021

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

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

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

1. Legal business name:

2. Doing Business As/ Fictitious Name (if applicable):

3. Federal Employer I.D. no. (FEIN):

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:

☐

Sole Proprietor

☐

Limited Liability Company (LLC)

☐

Limited Partnership

☐

General Partnership (State and County Filed In)

☐

Other – Specify

☐

10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitious name):

11. List name and title of each principal, owner, officer, and major shareholder:

- a)
- b)
- c)
- d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☐ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☐ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☐ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☐ No
18. Has your firm's surety ever intervened to assist in the completion of a contract of 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 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 this contract.
- Living Wage had an effect on the pricing. ☐ Yes ☐ No ☐ N/A
- If yes, Living Wage increased the pricing by: %.

22. Participation in Solicitation Development:

- ☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

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- ☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following: Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

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 Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et. Seq., of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

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

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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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Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:
GENXXXXXXP1 - Agent/Broker Insurance Services

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

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

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

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	☐	☐	☐	☐
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
2. Vendor's Organization:	☐	☐	☐	☐
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Turnover	☐	☐	☐	☐
3. Timeliness of:	☐	☐	☐	☐
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐
4. Project completed within budget	☐	☐	☐	☐
5. Cooperation with:	☐	☐	☐	☐
a. Your Firm	☐	☐	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☐	☐
c. Regulatory Agency(ies)	☐	☐	☐	☐

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: ____EMAIL ____VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.

Vendor Reference Verification Form – RFPs, RLIs, RFQs
(Revised 3/22)

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name

TITLE

Vendor Name

DATE

Revised May 1, 2021

DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over \$100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

For Invitation for Bids:

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

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

1. Domestic Partnership Responsiveness Requirement

If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

2. Domestic Partnership Tiebreaker

To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal.** Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor is a governmental entity.
- ☐ The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. (Indicate the law, statute or regulation and attach explanation of its applicability).

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Authorized Signature/Name

Title

Vendor

Date

Revised January 24, 2023

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

Vendor Name:

Revised May 1, 2021

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

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

Principal's Name:	
Names of Affiliated Entities:	
Principal's Name:	
Names of Affiliated Entities:	
Principal's Name:	
Names of Affiliated Entities:	
Authorized Signature Name:	
Title:	
Vendor Name:	
Date:	

Revised 11/24/2021

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 in the amount of \$100,000 or more with Broward County 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 requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. 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 that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, 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:

Revised June 17, 2022

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

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

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

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

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Yes ☐ No ☐

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

Vendor Name:

Authorized Signature/Name

Title

Date

Broward County Board of
County Commissioners

Bid GEN2125820P1

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

Revised May 1, 2021

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

Vendor Name:

Revised May 1, 2021

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 copies of this form(s) in Periscope S2G, if needed.

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:

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

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

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

Revised 11/24/2021

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

- ☐ **Option 1:** The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

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

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

- ☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

- ☐ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (joint venture composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub- contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge. All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed

and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
 - a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

- 1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
- 2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
- 3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
- 4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

- 1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Agent Broker Insurance Services
Agency: Risk Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ 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	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
☐ CYBER LIABILITY	N/A		Each Claim: *Maximum Deductible:	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim/Occurrence: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
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. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.09.29
 13:07:00 -04'00'
 Risk Management Division

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, available here: <https://www.broward.org/purchasing>.

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), 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 recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022

Question and Answers for Bid #GEN2125820P1 - Agent/Broker Insurance and Management Services

Overall Bid Questions

There are no questions associated with this bid.