

Solicitation TRN2125764P1

Vertical Integrated Program Management Consulting Services for Capital Projects

Bid Designation: Public



Broward County Board of County Commissioners

Bid TRN2125764P1

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Bid Number	TRN2125764P1
Bid Title	Vertical Integrated Program Management Consulting Services for Capital Projects
Bid Start Date	In Held
Bid End Date	Apr 12, 2023 2:00:00 PM EDT
Question & Answer End Date	Mar 31, 2023 5:00:00 PM EDT
Bid Contact	Windelle Jean-Pierre Purchasing Agent Purchasing Division wjjeanpierre@broward.org
Bid Contact	Sonia Lovett Purchasing Manager Purchasing Division slovett@broward.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Bid Comments	Scope of Work: The Broward County Transportation Department (BCT) is seeking a qualified Consultant to provide continuing engineering and related professional consulting services to develop Program Management Plan Processes and provide program management support for and oversight of the Broward County Transportation Department's capital projects. Florida Statute: Pursuant to Section 287.055, Florida Statutes ("CCNA"), price will not be considered in the final evaluation and ranking of firms. Goal Participation: This solicitation includes participation goals for Broward County certified County Business Enterprises. Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information. License Requirements: In order to be considered a responsible Consultant for the scope of work set forth in this solicitation, the Consultant must possess the specified license at the time of submittal (refer to Special Instructions for requirements). Conflict of Interest: Recommendations and oversight provided by the successful Consultant may be incorporated in subsequent procurements by the County for future implementation. To avoid any actual or appearance of conflict, the successful Consultant (and any subconsultants used by Consultant) may not be eligible to compete for such future services for the County (either as prime or subconsultant) resulting directly from the work performed by the Consultant's team. However, this prohibition will not apply to services or any other work unrelated to the scope of services of this solicitation. The County reserves the right to review for a potential conflict on a case-by-case basis. Conflicts cannot be identified without a specific identified deliverable that will result in a subsequent scope of work. Additionally, a fact specific scenario would need to be evaluated at the time of preparing a prospective solicitation in order to determine if a conflict exists. Please also refer to Section 1.10 within the Scope of Work for additional information. Questions and Answers: The County provides a specified time for consultants to ask questions and seek clarification regarding the requirements of the solicitation. 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. Submittal Instructions: Consultant MUST submit its solicitation response electronically and MUST confirm its submittal in order for

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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 Consultant's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Consultants are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Consultant 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 **TRN2125764P1--01-01 - Vertical Integrated Program Management for Consulting Svcs for Capital Projects**

Quantity **1 contract**

Prices are not requested for this item.

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

Refer to scope of work for information.

N/A

Broward County FL 33301

Qty 1

Description

Vertical Integrated Program Management for Consulting Services for Capital Projects.

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

VERTICAL INTEGRATED PROGRAM MANAGEMENT CONSULTING SERVICES FOR CAPITAL PROJECTS

SCOPE OF WORK



Broward County Board of County Commissioners

1. GENERAL DESCRIPTION

- 1.1 Broward County (County) is soliciting proposals from qualified Consultants (Consultant) interested in providing continuing engineering and related professional consulting services to develop Program Management Plan Processes and provide program management support for and oversight of the Broward County Transportation Department's (BCT) capital projects (Capital Projects). The agreement for program management support and oversight of Capital Projects will be funded by a 30-year Transportation Surtax that provides over \$16 Billion in local funds for transportation projects from 2019-2048. The Transportation Surtax Plan provides for various Capital Projects including approximately 32.6 miles of Light Rail Transit (LRT), 150 miles of Bus Rapid Transit (BRT), new transit service systemwide, new local bus routes, realignment and extension of existing fixed bus routes, expansion of the community shuttle program, new Mobility on Demand (MOD) service, and other multimodal investments and transit facility expansions and improvements.
- 1.2 BCT intends to establish a program management support team (Team) through a vertically integrated approach that includes both County and Consultant personnel with multiple disciplines and levels of experience. The Consultant will be an independent contractor and all services will be performed and directed by key personnel identified by the Consultant and approved by BCT. The objectives of engaging a Consultant to provide professional services as program management support and oversight are to (a) develop standard Program Management Plan Processes, (b) obtain resources and expertise to implement the Program Management Plan, including supplementing and supporting BCT staff in the management of contracts during the various phases of Capital Projects, and (c) provide for specific support services pursuant to written work authorizations. BCT's organizational charts are attached as Exhibit A. The Consultant will work with BCT to plan, evaluate, and structure the most effective integrated Team. The appropriate personnel from the Consultant and BCT will be responsible for performing specific functions at different levels of the program management structure to effectively implement the Program Management Plan for Capital Projects. The Team will present opportunities for Team members to have the benefit of learning from each other, including opportunities for mentoring and development of BCT staff implementing the Program Management Plan for Capital Projects.
- 1.3 The Consultant will assist BCT in the development and implementation of an overall Program Management Plan Process for all Capital Projects and augment BCT staff with management of contracts for various Capital Projects. The Consultant will provide program management support services for and oversight of contracts involving planning, environmental analysis, preliminary engineering, final design, pre-construction, and construction phases of Capital Projects. The Consultant may also prepare conceptual plans and conduct various reviews as needed. BCT may issue work authorizations on a task, phase, and/or Capital Project basis. BCT may issue separate

solicitations for construction management projects and tasks.

- 1.4 The Consultant should have significant experience in the complex requirements for Federal Transit Administration (FTA) capital investment grants for New Starts transit projects, integrated staffing support, and organization development. The Consultant should be able to provide both program management and construction management services for large transit projects, and capital project implementation. Additionally, the Consultant should be able to commit substantial program management resources for the entire contract duration, with understanding and proven industry experience navigating the unique management, engineering, and construction challenges for LRT, BRT, transit facilities and other transit projects.
- 1.5 The Consultant will coordinate with federal, state, and local regulatory agencies, and other stakeholders, including the Florida Department of Transportation (FDOT), the Broward Metropolitan Planning Organization (BMPO), and County departments that have an interest or are participants in the Capital Projects.
- 1.6 Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA) governs the procurement of certain professional services and is applicable to this solicitation. Professional services include engineering; surveying and mapping; architecture; landscape architecture; planning; and right of way acquisition and management. CCNA requires a prequalification process, advertisement, and the competitive selection of consultants based upon qualifications, followed by negotiations to establish a fair, competitive, and reasonable fee for the desired services.
- 1.7 County intends to award one (1) contract to the selected Consultant for a base period of three (3) years with two (2) one (1) year extensions, at County's option, for a potential total of five (5) years. After which, County may issue a new solicitation for continued program management support services.
- 1.8 County will provide contract administration and management services and technical reviews of all work associated with the development and preparation of the deliverables.
- 1.9 Recommendations and oversight provided by the successful Consultant could result in subsequent procurements by the County for future implementation. To avoid any actual or appearance of conflict, the successful Consultant (and any subconsultants used by Consultant) will not be eligible to compete for such future services for the County (either as prime or subconsultant) resulting directly from the work performed by the Consultant's team. However, this prohibition will not apply to services or any other work unrelated to the scope of services of this solicitation. The County reserves the right to review for a potential conflict on a case by case basis. Conflicts cannot be identified without a specific identified

deliverable that will result in a subsequent scope of work. Additionally, a fact specific scenario would need to be evaluated at the time of preparing a prospective solicitation in order to determine if a conflict exists.

- 1.10 The County procures contracts in a fair, open, and competitive manner. Additionally, Consultants representing the County must be free of conflicting professional or personal interests. Per Section 1.9 the County reserves the right to review all potential conflicts of interest on a case-by-case basis. Guidance related to conflicts of interest (COI) is provided below. The grouping of COI guidance below is for the convenience of the reader, is not absolute, and the guidance are as follows:

- 1.10.1. Planning/Design/CEI Services

- 1.10.1.1. A Consultant or its affiliate, that developed the scope of services, the Request for Proposal (RFP) or other solicitation documents for a particular project phase is ineligible to compete for performance of that work.
 - 1.10.1.2. A Consultant or its affiliate, that developed the RFP or other solicitation documents for a design-build project is ineligible to compete for construction engineering and inspection (CEI) for the project.
 - 1.10.1.3. A Consultant or its affiliate, that developed the scope of services, the RFP, or other solicitation documents for a design project may be eligible for CEI services for the project. The Consultant is further limited to CEI work restrictions identified in this document, unless approved by Broward County.
 - 1.10.1.4. A Consultant or its affiliate, that performed Project Development and Environmental (PD&E) services may perform or compete for design work up to 30% only on a project and is not eligible to compete for the final design work. The Consultant is further limited to CEI work restrictions identified in this document, unless approved by Broward County.
 - 1.10.1.5. A Consultant or its affiliate, that performed a value engineering study or cost risk analysis on a project is eligible to perform work on the design and CEI phases of the project. The Consultant is ineligible to pursue the construction contract.
 - 1.10.1.6. A Consultant or its affiliate, that is the Designer or EOR, or a subconsultant to the EOR, is ineligible to bid on the same project as the construction contractor or as a subconsultant to the construction contractor.
 - 1.10.1.7. A Consultant that has only performed system planning as part of the planning process is permitted to perform other engineering services on the same project.
 - 1.10.1.8. A Consultant or its affiliate, that is the Engineer of Record (EOR) on

a project shall be considered ineligible to compete as a prime consultant for CEI services on the project.

- 1.10.1.9. A Consultant or its affiliate, that performed design services and/or is the EOR on a project may only be considered eligible to compete for CEI contracts as a subconsultant, and only provide inspectors, with the approval of Broward County.
- 1.10.1.10. A Consultant or its affiliate, that was a subconsultant to the EOR on a project may only be considered eligible as a prime or subconsultant for CEI services on the project with the approval of Broward County.
- 1.10.1.11. A Consultant or its affiliate, that performs geotechnical services for the EOR on the project will not be eligible as the CEI to perform the same types of geotechnical services, or to provide testing of the same types of materials tested or evaluated for the EOR on the same project.
- 1.10.1.12. A Consultant or its affiliate, that developed the RFP for CEI may be considered eligible as a subconsultant for CEI services only with the approval of Broward County.

1.10.2. General Engineering Consultant (GEC) Services

- 1.10.2.1. A General Engineering Consultant (GEC), nor its affiliate is eligible to pursue any project for which the GEC developed the solicitation documents, scope of services, or RFP. This eligibility restriction also applies to all consultant support contracts. In general, the determination of conflict of interest for a GEC performing each issued task(s) will follow guidance similar to that of planning/design/ CEI services listed in Section 1.10.1. Eligibility will be determined by Broward County on a task-by-task basis.

1.10.3. Construction Services

1.10.3.1. Design-Bid-Build

- 1.10.3.1.1. A construction contractor, or its affiliate, contracted on a particular project may not also qualify to provide either CEI services or testing services.
- 1.10.3.1.2. A contractor that performs a constructability review on a design contract is prohibited from pursuing the construction contract.
- 1.10.3.1.3. A contractor who participates in a value engineering study workshop or cost risk analysis workshop is prohibited from pursuing the construction contract.
- 1.10.3.1.4. A contractor is not authorized to provide testing services or provide CEI services to BCT in connection with a construction contract under which the contractor is performing any work.

1.10.3.2. Design-Build

- 1.10.3.2.1. The lead or prime contractor and lead or prime design consultant with a design-build firm are restricted from submitting as lead or prime on more than one proposal for a given project.
- 1.10.3.2.2. The lead or prime design consultant may serve in a non-lead role as a subconsultant/subcontractor on one or more design-build teams but must inform all affected teams of the additional participation.
- 1.10.3.2.3. The lead member (i.e., design consultant or contractor) with a design-build firm cannot change teams after award, without the written approval of Broward County.
- 1.10.3.2.4. A Consultant is ineligible for CEI services, either as a prime or a subconsultant, for a design-build contract on which the same firm, or its affiliate, is the EOR or is sub to the EOR.
- 1.10.3.2.5. A Consultant, its affiliate, or subconsultant that developed the RFP for a design-build contract cannot be part of a design-build team proposing on that contract as a prime or a subconsultant.
- 1.10.3.2.6. A Consultant that hires the engineer who developed the RFP cannot be a part of a design-build team proposing on that contract as a prime or as a subconsultant.
- 1.10.3.2.7. A Consultant, its affiliate, or subconsultant that is under contract with BCT to provide CEI services on the design-build contract cannot be part of a design-build team proposing on that contract as a prime or subconsultant. Any consultant firm, or its affiliate, that developed the RFP for a design-build contract will not be eligible to compete as a prime for CEI services on that project.
- 1.10.3.2.8. A Consultant or its affiliate that performed PD&E services would be eligible to participate on the design-build contract unless the Consultant participated in developing the RFP or scope of services for the design-build contract. A Consultant, or its affiliate, that is the prime EOR on a design-bid-build project, where the project is switched to design-build, may participate on the design-build team with the approval of Broward County.
- 1.10.3.2.9. The prime EOR is eligible to compete for CEI services on a Design-Bid-Build project switched to design-build, if the prime EOR was not involved in the design-build RFP development.
- 1.10.3.2.10. A Consultant performing PD&E studies for BCT is eligible

to be a member of the design-build team on the same project if the consultant firm had no direct role in development of the design-build RFP document.

2. BACKGROUND

- 2.1 In 2018, the Board of County Commissioners of Broward County adopted a 30-year Transportation Surtax Plan to provide over \$16 billion in local funds for Capital Projects from 2019-2048.
- 2.2 These Capital Projects are the largest financial and construction efforts BCT has undertaken, requiring review, support, and expansion of BCT's current organizational structure and program management capabilities. To support the program management of various Capital Projects, the Consultant will establish a Program Management Plan Process that will be implemented by a Team that includes both BCT and Consultant personnel.
- 2.3 In 2021, BCT initiated a Transit Systemwide Study (TSYS) for analysis, planning, environmental analysis, and recommendations regarding the implementation of premium high-capacity transit. The TSYS Final Report will provide recommendations regarding LRT, BRT, transit facilities, system alignments, vehicle technology, project phasing and related funding strategies for BCT transit service through 2048.
- 2.4 BCT is committed to improving transit service throughout Broward County and providing high-quality, high-capacity premium service for residents and visitors. This undertaking includes designing new transportation improvements for connectivity, increased transit ridership, and support of economic growth. Consistent with the Transportation Surtax Plan, BCT will implement improvements to existing transit service that reflect the needs of residents, businesses, and visitors; encourage transit-oriented development; and are compatible with Broward County's short and long-term planning.
- 2.5 In addition to Capital Projects, Broward County Aviation Department (BCAD) is working on enhancing transit accessibility from the Fort Lauderdale-Hollywood International Airport through an Intermodal Center (IMC). The IMC is being planned for the east side of the airport within the existing loop ramp connecting I-595 and US-1 with Terminal Drive, the roadway that accesses the airport passenger terminals. The IMC will serve as a multimodal regional transportation hub connecting transit users, residents, and visitors to the Airport, Seaport, and the Convention Center, as well as connections to LRT, BRT, Broward Commuter Rail, Tri-Rail, Brightline, shuttles, pedestrian and bicycle facilities, and transportation network companies (TNC). BCT, in coordination with BCAD, provides development guidance for IMC.

3. QUALIFICATIONS

- 3.1. The Consultant should have the following experience and capabilities:
- 3.2. Demonstrated experience in and comprehensive knowledge of complex large-scale transit projects, program management for transit projects, construction management and project controls for transit projects. Demonstrated experience in and comprehensive knowledge of applicable federal, state, and local regulations, codes and requirements and experience coordinating regulatory and interagency requirements.
- 3.3. Proven experience in design and construction management, particularly in rail/bus systems, passenger stations, essential facilities, intermodal transportation facilities, electrical systems, corridor-based systems, asset management, procurement, risk management and project controls, traffic operations and engineering, transit technology systems, estimation of capital and operating costs, maintenance and operations facility design, environmental analysis, financial planning, economic benefits analysis, transit ridership projections, transit stop analysis and design, land use and housing benefit analysis, and public involvement.
- 3.4. Sufficient capability and expertise through demonstrated experience of at least one of the following criteria:
 - 3.4.1. Provided program management and construction management services for project sponsors as prime consultant on at least one transportation project within the last ten years, involving actual construction cost of at least \$500 million with actual construction 50% or more completed; or
 - 3.4.2. Provided program management services for project sponsors as prime consultant on at least one transportation project AND provided construction management services for the same or different project sponsor on another transportation project, in which both projects must each have: 1) involved actual construction cost of at least \$500 million, and 2) with construction on both projects at least 50% completed.
- 3.5. Experience provided in the Consultant's proposal should include projects(s), tasks for which the Consultant was responsible, and project owner references. The Consultant may not claim projects that the Consultant's personnel worked on when they were employed by other Consultants. If the Consultant is a joint venture comprised of multiple legal entities, then the primary person(s) responsible for providing services should meet the experience requirements.

- 3.6. Demonstrate the necessary experience, expertise, technical ability, and skill in execution of the Scope of Work and any other areas necessary for successful program delivery and in the areas identified as follows:

3.6.1. Program Management

- 3.7.1.1 Development of a Program Management Plan;
- 3.7.1.2 Program Management Plan updates;
- 3.7.1.3 Program Finance and Governance;
- 3.7.1.4 Procurement;
- 3.7.1.5 Task Scheduling;
- 3.7.1.6 General Program Administration;
- 3.7.1.7 Operations Management Oversight;
- 3.7.1.8 Cost Estimating and Controls;
- 3.7.1.9 Document Control;
- 3.7.1.10 Progress Reporting;
- 3.7.1.11 Program Accounting;
- 3.7.1.12 Quality Management;
- 3.7.1.13 Risk Management/Risk Assessment;
- 3.7.1.14 Interagency Coordination;
- 3.7.1.15 Peer review by other agencies;
- 3.7.1.16 Communication Infrastructure (Policies, Procedures, Standards and Specifications);
- 3.7.1.17 Transportation Asset Management (TAM);
- 3.7.1.18 Systems assessment, policies and standards, and program development;
- 3.7.1.19 Small, Certified and Disadvantaged Business Enterprise SBE/CBE/DBE Compliance; and
- 3.7.1.20 Safety & Security Management.

3.6.2. General Program Engineering & Construction

- 3.7.2.1 Design support for passenger facilities;
- 3.7.2.2 Development of Design Criteria and Standard Details;
- 3.7.2.3 Development of department-wide Standard Operating Procedures (SOPs);
- 3.7.2.4 Construction Management Oversight Services;
- 3.7.2.5 Construction Cost Engineering;
- 3.7.2.6 Geotechnical Services;
- 3.7.2.7 Utility Coordination and Design;
- 3.7.2.8 Right of Way (ROW) Administration;
- 3.7.2.9 Roadway & Geometric Plans and Design;
- 3.7.2.10 Environmental & Corrosion;
- 3.7.2.11 Signalization & Traffic Signal Phasing;
- 3.7.2.12 Fleet Management;

- 3.7.2.13 Transit station stops and Vehicle Maintenance Storage Facilities;
- 3.7.2.14 Asset Management system assessment, policies, and standards; and
- 3.7.2.15 Park & Ride corridor analysis.

3.6.3. BRT Engineering & Construction

- 3.7.3.1 BRT Transit technologies;
- 3.7.3.2 Corridor-based systems;
- 3.7.3.3 Mixed use traffic/Exclusive traffic operations;
- 3.7.3.4 BRT Passenger Stations;
- 3.7.3.5 Traffic Signal Interface; and
- 3.7.3.6 BRT vehicle research, costing, specification production.

3.6.4. LRT Engineering & Construction

- 3.7.4.1 Rail/APM vehicle type research, costing, specification production;
- 3.7.4.2 Traction Power;
- 3.7.4.3 Train Control;
- 3.7.4.4 Track Work;
- 3.7.4.5 Vibration and Settlement Monitoring;
- 3.7.4.6 Bridge Components;
- 3.7.4.7 Rail/Transit/APM Operations;
- 3.7.4.8 Rail/Transit/APM operating and maintenance procurement peer review, contracting assistance; and
- 3.7.4.9 Transit Testing & Commissioning such as Rail Activation, Systems Integration, Pre-Revenue Operations.

4. ORGANIZATIONAL STRUCTURE

- 4.1 It is the expectation that all individuals identified as key personnel in the Consultant's management structure shall remain on the team for the duration of the agreement unless BCT agrees to any replacement. The availability of key personnel must be flexible to meet the needs of County. Where applicable, key personnel shall be a licensed Professional Engineer (PE) registered in Florida, a member of the American Institute of Certified Planners (AICP), or licensed environmental, ecological, remediation professional, as applicable. Individuals identified as key personnel should be readily available to meet, on an as needed basis, at locations at or near BCT's administrative, operations and maintenance offices. Key personnel shall have transit experience for the vehicle technology selected (LRT and/or APM). The Consultant shall supply any additional positions necessary for successful program management support including any key personnel, as needed.
- 4.2 The Consultant's team may include, but not be limited to, the following key personnel:
 - 4.2.1 Program Director;
 - 4.2.2 Program Manager;
 - 4.2.3 Deputy Program Manager;

- 4.2.4 Project Controls/Quality Assurance Manager;
- 4.2.5 Project Engineering/Design Quality Manager (PE required);
- 4.2.6 Construction Manager (PE required);
- 4.2.7 Construction Quality Manager;
- 4.2.8 Planning/Environmental Manager;
- 4.2.9 Communications Manager;
- 4.2.10 Operations and Maintenance Manager;
- 4.2.11 Safety and Security Manager;
- 4.2.12 Systems Engineer (PE required);
- 4.2.13 Fleet / Vehicle Engineer;
- 4.2.14 Utility Relocation Construction Manager;
- 4.2.15 Small, Certified, and Disadvantaged Business Enterprise (SBE/CBE/DBE) Subconsultant Manager;
- 4.2.16 Program Financial Planning Task Lead;
- 4.2.17 Program Procurement Lead; and
- 4.2.18 Program Scheduler.

5. GOVERNING REGULATIONS/INDUSTRY STANDARDS

- 5.1 All services shall comply with all applicable manuals and guidelines issued by Broward County, FDOT, the FTA and all applicable local, state, and federal regulations including, but not limited to:
 - 5.1.1 Broward County Code of Ordinances;
 - 5.1.2 Florida Statutes;
 - 5.1.3 Florida Administrative Code;
 - 5.1.4 Federal Regulations, U.S. Codes and Technical Advisories;
 - 5.1.5 FDOT Project Development and Environment Manual;
 - 5.1.6 FDOT Efficient Transportation Decision Making (ETDM) Manual;
 - 5.1.7 Sociocultural Effects Evaluation Handbook;
 - 5.1.8 Public Involvement Handbook;
 - 5.1.9 FDOT Transit Concept and Alternatives Review (TCAR) Guidance;
 - 5.1.10 Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook);
 - 5.1.11 Manual on Uniform Traffic Studies (MUTS);
 - 5.1.12 American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration (FHWA) Load and Resistance Factor Design (LRFD) Bridge Design Specifications;
 - 5.1.13 Guide for the Development of Bicycle Facilities (AASHTO);
 - 5.1.14 FDOT Standard Specifications for Road and Bridge Construction;
 - 5.1.15 FDOT Transit Facilities Design Guidelines;
 - 5.1.16 FDOT State Park-and-Ride Guide;
 - 5.1.17 Florida Design Manual;
 - 5.1.18 Interchange Access Request User's Guide;
 - 5.1.19 Highway Capacity Manual Transportation Research Board (TRB);

- 5.1.20 Highway Safety Manual (AASHTO);
 - 5.1.21 Right-of-way Mapping Handbook;
 - 5.1.22 Right-of-way Procedures Manual;
 - 5.1.23 Location Survey Manual;
 - 5.1.24 Electronic Field Book (EFB) User Handbook;
 - 5.1.25 Drainage, Structures, Geotechnical Manuals;
 - 5.1.26 Stormwater Management Facility Handbook;
 - 5.1.27 Aerial Surveying Standards for Transportation;
 - 5.1.28 AASHTO Manual for Bridge Evaluation (MBE);
 - 5.1.29 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals;
 - 5.1.30 Quality/Level of Service Standards Handbook Software & Tables;
 - 5.1.31 Project Traffic Forecasting Handbook Project Traffic Forecasting Procedure 525-030-120;
 - 5.1.32 Florida Highway Landscape Guide;
 - 5.1.33 FDOT Basis of Estimates Manual;
 - 5.1.34 FDOT Flexible Pavement Design Manual;
 - 5.1.35 FDOT Rigid Pavement Design Manual;
 - 5.1.36 FDOT Pavement Type Selection Manual;
 - 5.1.37 Fixing America's Surface Transportation (FAST) Act;
 - 5.1.38 Chapter 53 Title 49 of the U.S. Code;
 - 5.1.39 FTA Capital Investment Grant (CIG) Program;
 - 5.1.40 Americans with Disabilities Act of 1990 (ADA) and the ADA Accessibility Guidelines (ADAAG);
 - 5.1.41 National Fire Protection Association (NFPA) Codes and Standards;
 - 5.1.42 Florida Building Code;
 - 5.1.43 National Electric Code (NEC); and
 - 5.1.44 Crime Prevention Through Environmental Design (CPTED).
- 5.2 All services shall comply with all applicable Industry Standards, best practices and recommendations including, but not limited to:
- 5.2.1 American Railway Engineering and Maintenance of Way Association (AREMA);
 - 5.2.2 Automated People Mover Standards Committee of the Standards Council of the Transportation and Development Institute of ASCE;
 - 5.2.3 American Public Transportation Association (APTA);
 - 5.2.4 APTA Rail Transit Systems Standards - Requirements for Safe Operations in Yards and Maintenance Facilities;
 - 5.2.5 APTA Bus Transit Systems Standards;
 - 5.2.6 U.S. Department of Transportation; and
 - 5.2.7 Federal Transit Administration (FTA).

6. SCOPE OF SERVICES

- 6.1 The overall work will consist of Work Authorizations for the completion of various

engineering and related professional consulting services for program management support and oversight of contracts involving Capital Projects. The specific Capital Projects will be identified in each year of the contract based on priority established at the time by BCT. The Consultant will provide engineering and related professional services for each Work Authorization negotiated in accordance with the contract requirements.

6.2 Work Authorizations may be issued as-needed for the following categories of work:

6.2.1 Develop Recommendations for Program Management Organization Structure and Vertical Integration.

6.2.1.1 Review and evaluate the existing BCT program management structure and provide a recommended organization structure that outlines key positions, and processes necessary to support the program management requirements for effectively managing contracts involving Capital Projects. BCT's current Organization Chart is attached as Exhibit A.

6.2.1.2 Provide recommendations regarding how Consultant personnel should be vertically integrated with BCT staff within the recommended organization structure to establish an effective program team (Team) that will provide overall program management support services for and oversight of contracts involving Capital Projects.

6.3 Program Management Plan Administration/Support

6.3.1 The services under this task may include the following:

6.3.1.1 Develop a Program Management Plan process that addresses program organizational structure; program team responsibilities and reporting relationships; work breakdown structure (WBS) for the implementation of the program that will be used in managing cost, schedule, scope and resources; management systems and management approach for financial management, risk management, design management, construction management, community relations/public outreach management, right-of-way acquisition, tenant and business relocation management, integration and interface management; program coordination and reviews by stakeholders. The Program Management Plan will be updated and maintained current as required. At a minimum, updates are required for the Final Design Phase, at the outset of the Construction Phase and at the Start-Up Phase.

- 6.3.1.2 Develop a program master schedule based on the Program Management Plan. Review and analyze overall program progress during the planning, design, and construction phases. Review and analyze schedules for compliance with contractual and program requirements. Update the program master schedule regularly, but not less than monthly, to include current information regarding progress of the program and the contracts. Identify areas of concern and provide input on corrective action plans as necessary.
- 6.3.1.3 Develop a process for updating each contract package schedule based on input from program team members, including designers and contractors which requires current information regarding critical and near-critical activities, milestones, progress, and outstanding issues affecting the schedule.
- 6.3.1.4 Participate in/conduct bi-weekly program progress review meetings and other related meetings as appropriate. The program manager will be responsible for the preparation of meeting agenda and meeting minutes of each meeting for BCT review and approval.
- 6.3.1.5 Within two weeks of Notice to Proceed (NTP), prepare templates/standard formats for all regular reports and invoices for BCT approval. Prepare and submit progress reports to BCT on a monthly basis within two weeks of the close of the preceding month. Assist BCT in preparing its monthly and quarterly reports of the program status to BCT Management and funding agencies. All reports will at a minimum outline and update information with respect to progress, cost, budget, funding, schedule, QC/QA process, scope or contract changes, issues/corrective actions, or resolutions, as well as a look-ahead for the upcoming month and quarter.
- 6.3.1.6 Participate in/conduct program presentations and briefings on a periodic basis.
- 6.3.1.7 Coordinate Consultant's resources and work so that milestones are met in an efficient manner. The Consultant's program manager will ensure that employees performing tasks have appropriate skill levels and credentials.
- 6.3.1.8 Provide contract compliance and contract administration support to ensure compliance with the respective Municipalities/Cities and Broward County requirements, and FTA procurement and contracting policies and procedures.

6.4 Planning & Environmental Coordination

6.4.1 The services under this task may include the following:

- 6.4.1.1 Coordinate the elements of the program with Municipalities/Cities, FDOT, Coast Guard, Broward County, and other governing agencies and/or departments.
- 6.4.1.2 Work with the design team and the construction management team, to ensure implementation of all BCT-required environmental mitigations. Provide oversight and tracking for implementation of the Mitigation Monitoring Plan and ensure that all activities identified are completed and documented in accordance with all local, state, and federal regulations and guidelines.

6.5 Financial Management

6.5.1 The services under this task may include the following:

- 6.5.1.1 Work with BCT Grant Management and Accounting, and Project Controls to collect, analyze, track, monitor and separately report on a monthly basis the program cost and budget information, including encumbrances, commitments, and actual expenditures. Develop earned value, trends, forecasts, and variance information. Provide, implement, and follow up on corrective/control measures where required.
- 6.5.1.2 Work with BCT Grant Management and Accounting, and Project Controls staff to develop and oversee a master funding plan/schedule for the Capital Project. Assist BCT in coordinating, tracking, and securing different sources of funding according to a set timetable included in the master funding plan, including assisting in securing of the FTA Full Funding Grant Agreement.
- 6.5.1.3 Work with BCT Grant Management and Accounting, and Project Controls staff to provide technical support in establishing a program cost accounting structure.
- 6.5.1.4 Assist BCT with regular financial analyses of the program and assist BCT to develop and implement financing strategies.
- 6.5.1.5 Analyze, prepare, and maintain current and projected cash flow requirements for the Program.

- 6.5.1.6 Assist BCT in coordinating, tracking, and securing funding for projects, including completing FTA Full Funding Grant Agreements (FFGAs).

6.6 Risk Management

6.6.1 The services under this task may include the following:

- 6.6.1.1 Establish a systematic risk management process for the Capital Project and its component projects/contracts. Develop a framework by which these risks will be identified and assessed. Develop and implement response and control strategies to manage these risks.
- 6.6.1.2 Co-ordinate the development of the plan with the Broward County Risk Management Division to ensure that the risk management plan meets County requirements.
- 6.6.1.3 Perform risk analyses and prepare a Risk Management/Risk Mitigation Plan for the entire program integrated with the program master schedule, identifying, ranking, and providing mitigation measures for all major risk elements.
- 6.6.1.4 Develop and maintain a contingency management and tracking system as well as updating the Risk Mitigation Plan at least once every quarter.
- 6.6.1.5 Provide technical assistance in developing and evaluating options for program insurance provisions, including owner-controlled or "wrap-up" insurance programs.
- 6.6.1.6 Develop a risk management strategy with respect to claims avoidance or work with County's Risk Management Division to evaluate existing procedure/strategy.

6.7 Right of Way Acquisitions / Relocations

6.7.1 The services under this task may include the following:

- 6.7.1.1 Assist BCT in the real estate acquisition process to meet program needs while ensuring conformity with all applicable local, regional, state, and federal requirements.
- 6.7.1.2 Assist BCT with accelerating approvals of encroachment

agreements/permits/easements as required to meet program schedule requirements.

6.7.1.3 Plan, manage and implement right-of-way acquisitions, tenant and/or business relocations.

6.7.1.4 Assist BCT relative to right-of-way acquisitions issues and mitigations.

6.8 Regulatory and Interagency Coordination & Approvals

6.8.1 The services under this task may include the following:

6.8.1.1 Assist BCT in coordination with regulatory agencies and other stakeholders, including Municipal/City and FDOT departments that have an interest or are participants in the Program and facilitate resolution of issues related to design, construction, and operations.

6.8.1.2 Assist BCT to secure required local, regional, state, and federal permits, and regulatory and legislative approvals in a timely and efficient manner.

6.8.1.3 Obtain the timely and cost-effective relocation of utilities and vacation of sub-sidewalk spaces as needed to meet the program schedule.

6.8.1.4 Provide technical assistance in performing all tasks required to secure agreements or Memoranda of Understanding (MOU) with Municipalities/Cities, departments and external agencies as required.

6.9 Public Involvement

6.9.1 The services under this task may include the following:

6.9.1.1 Assemble a team comprised of entities with a history of engagement in and significant demonstrable working experience with the affected communities along the project corridors. This community relations/public outreach team shall include a consortium of community-based organizations to the extent feasible and be responsible for directing all outreach efforts.

6.9.1.2 In coordination with BCT Marketing & Customer Relations/Communications Section, develop and implement a master plan/schedule for a community relations/public outreach

program for the period extending through initial revenue service.

- 6.9.1.3 Provide public affairs coordinator/outreach teams to interact with the community participants/groups and the public in a manner designed to foster good communications and a general public understanding and support of the Program.
- 6.9.1.4 Assist BCT in conducting public meetings; record meeting minutes, provide coordination and follow up on issues raised at public or community meetings.
- 6.9.1.5 Provide community relations/public outreach management to include targeted community outreach/training for small businesses and job placement programs.
- 6.9.1.6 Provide community relations/ public outreach to address construction impacts to residents and businesses.

6.10 Design Management

6.10.1 The services under this task may include the following:

- 6.10.1.1 Oversight of the project design team for conceptual design, substantial and final Design.
- 6.10.1.2 Develop procedures to ensure that the project design team uses current design criteria and standards. Coordinate and oversee design work for multiple projects to ensure design integration, interface, consistency, and constructability. Ensure close communication of any changes to project design criteria or details so that changes approved are implemented consistently for all contract packages.
- 6.10.1.3 Work with the project design team to develop and maintain a design decision tracking system to assure timely decision-making. Perform comprehensive decision analyses as directed by BCT. Facilitate and document major design decision processes.
- 6.10.1.4 Provide oversight during construction to ensure that all approved changes to the scope or specifications are communicated to the design team and are implemented consistently throughout the program.
- 6.10.1.5 Participate in/conduct review meetings and other related meetings

as appropriate. Prepare meeting agenda and meeting minutes of each meeting to establish status, progress, and task follow-up.

6.10.1.6 Establish and maintain a computer aided design (CADD) database for the program. Develop and implement procedures for ensuring timely and efficient flow of CADD documents and other design information among design management, construction management teams and BCT staff.

6.10.1.7 Organize independent technical design reviews of design submittal packages to ensure that design intent is properly implemented, project scope is accurately represented in contracts and QC/QA plans are effective. The Consultant should, at a minimum, conduct two reviews: intermediate and final completion reviews. The Consultant will also be responsible for tabulating all review comments and following up on all comments with reviewers. Each review comment approved by BCT will be incorporated into the document under review.

6.10.1.8 Conduct peer review(s) with personnel from other public transit and/or government agencies at appropriate stage(s) of engineering design as determined by the Consultant. The focus of the review should be on operational and maintenance issues relating to the design of the project. The list of peer review participants will be developed jointly by the Consultant and BCT; participants will be technical personnel who have significant familiarity with projects of similar scope to the project. The Consultant will also be responsible for tabulating all review comments in a spreadsheet format and follow up on all comments with reviewers. Each review comment approved by BCT will be incorporated into the document under review.

6.10.1.9 Conduct value engineering review(s) at appropriate stage(s) of engineering design as determined by the program team. The Consultant will also be responsible for tabulating all review comments in a spreadsheet format and following up on all comments with reviewers. Each review comment approved by BCT will be incorporated into the document under review.

6.10.1.10 Conduct energy efficiency review(s) on the design at appropriate stage(s) of the design in accordance with Municipalities/Cities and Broward County Environmental Engineering and Permitting Division requirements.

6.11 Pre-Construction Management

6.11.1 The services under this task may include, but are not limited to:

- 6.11.1.1 Review or prepare project phasing plans and procurement strategy proposals to ensure optimization of project delivery.
- 6.11.1.2 Review or prepare construction methodologies and provide recommendations.
- 6.11.1.3 Assess market conditions and potential bidder pool. Assist BCT in marketing and advertising of procurement opportunities.
- 6.11.1.4 Develop and maintain current compatible procurement schedule and project construction schedules, for all construction packages/contracts.
- 6.11.1.5 Prepare detailed independent contractor type cost estimates. At a minimum, cost estimates will be prepared in conjunction with the intermediate and final completion review submittals for each construction contract package. The Consultant will also be required to update the detailed cost estimate as needed prior to issuance of the bid documents.
- 6.11.1.6 Conduct constructability reviews at appropriate stages of the engineering design as determined by the project team. The Consultant will also be responsible for tabulating all review comments in a spreadsheet format and following up all comments with reviewers. Each review comment approved by BCT will be properly incorporated in the document under review.
- 6.11.1.7 Review and evaluate cost estimates performed by others relating to construction, operations, and maintenance of the Project to ensure that cost estimates conform to established guidelines and accurately reflect all project-related costs.
- 6.11.1.8 Prepare procurement documents, including County's boilerplate contract specifications and other contract documents as requested by BCT, to support procurement activities related to Project implementation.
- 6.11.1.9 Assist BCT in compiling and preparing construction drawings and specifications for bid.
- 6.11.1.10 Assist BCT in organizing and conducting Prebid conferences, site

visits, record, and issue pre-bid conference meeting minutes.

- 6.11.1.11 Coordinate the responses to bidders' questions with BCT and Architectural and Engineering (A&E)'s and respond to all bidders. In coordination with BCT and A&Es, prepare and issue addenda to all bidders concerning changes to the bid documents that may be required as a result of modifications or deficiencies discovered during the bidding period. After award, coordinate with BCT and A&Es to incorporate all addenda and conform contract documents.
- 6.11.1.12 Assist BCT with the review of tabulated bids provided by County's Purchasing Division; analyze bids (including performing price and cost analyses conforming to FTA standards), and advise BCT concerning exceptions, deviations, and non-conformance to the requirements of the bid documents; and make appropriate recommendations. Assist in evaluation of bidders' prerequisite experience.

6.12 Construction Management

- 6.12.1 Assist with the procurement and management of construction contracts for the successful start-up, commissioning, and operation of assigned projects.
- 6.12.2 The services under this task may include:
 - 6.12.2.1 Develop and implement a Construction Management Plan covering construction, testing, commissioning, and warranty management. In addition, the Consultant will assist with the start-up phases of the project, including project specific processes, procedures, and guidelines for aspects of construction management, e.g., for cost estimating, scheduling, and change management.
 - 6.12.2.2 Develop and implement a project-specific Construction Management Procedure Manual, a project-specific Safety Manual, and project-specific Injury and Illness Prevention Program (IIPP).
 - 6.12.2.3 Develop staffing/resource plans/budgets for administering each of the construction contracts, showing assignments and distribution to the Consultant and BCT personnel.
 - 6.12.2.4 Evaluate and recommend for BCT's use an approval contract management software used to administer construction contracts. Upon approval, procure, implement, and support the software system for construction management use.

- 6.12.2.5 Develop and implement a training program for all BCT and Consultant construction management staff involved in the project, with special emphasis focused on training in the areas of project controls, establishing and maintaining procedures, documentation, reports, and monitoring of safety.
- 6.12.2.6 Conduct the pre-construction conferences, define the staff responsibilities and administrative procedures to be used for each construction contract, and highlight site constraints and site logistics.
- 6.12.2.7 Oversee each of the selected construction contractors to ensure compliance with applicable specifications, standards, codes, regulations, and documentation requirements.
- 6.12.2.8 Support BCT with monitoring of construction work and construction site for compliance with safety standards.
- 6.12.2.9 Develop, coordinate, and implement a master Critical Path Method (CPM) construction schedule for the project across all construction contracts,
- 6.12.2.10 Coordinate all construction activities with BCT Operations Division, Transit Facilities Maintenance Section, the Safety, Security and Compliance Section, Rail Division, Bus Rapid Transit Program, Paratransit Division, as well as other necessary Municipalities/Cities or governmental agencies.
- 6.12.2.11 Provide technical, full-time, on-site inspection of the progress and quality of the construction work. Provide daily inspection reports on all disciplines of work.
- 6.12.2.12 Provide environmental inspection and oversight to ensure that the contractors are in compliance with environmental regulations.
- 6.12.2.13 Develop and administer the construction materials testing plan and oversee all QC activities, including periodic reviews of test result trends with the A&E proposer and BCT; implement corrective actions as necessary. Retain special inspection services, certified independent testing laboratories and licensed surveyors as required. Coordinate the activities of the testing laboratories to ensure that the proper number and type of tests are being performed in a timely manner.

- 6.12.2.14 Coordinate delivery and procurement of BCT-furnished materials and equipment with the contractors in a timely manner. Examine other materials and equipment incorporated into the work to ensure that they are handled, stored, and installed properly.
- 6.12.2.15 Schedule, attend, and direct weekly on-site progress meetings with the contractors and BCT to review construction progress. Prepare and distribute minutes and/or reports of these meetings.
- 6.12.2.16 Assist in resolving technical design issues impacting construction in-progress work.
- 6.12.2.17 Review contractors' construction work plan and schedules and prepare written recommendations for response. Review schedules for conformity to the specification, logic, task duration, critical activities, and submittal review periods. Review monthly updates including variance reports, cash flow curves and material status reports. Review requests for time extensions; analyze and submit written recommendations for action, including analyses of costs due to delays eligible for compensation, impacts to schedule, and alternatives for mitigating delays and impacts.
- 6.12.2.18 Assist in developing alternative work plans and/or schedules to facilitate the progress of the project beyond any roadblocks and issues.
- 6.12.2.19 In coordination with BCT Marketing & Customer Relations/Communications Section develop and implement community relations/public outreach events to address specific construction actions impacting the public.
- 6.12.2.20 Assist in developing and/or implementing with the contractors' mitigation measures to minimize impacts to local businesses and residents during construction.
- 6.12.2.21 Manage the submission of samples, shop drawings, O&M manuals, and other submittals among construction contractors and the A&E.
- 6.12.2.22 Respond to requests for information. This includes maintaining a log of requests, preparing non-technical responses, and expediting technical responses from the appropriate parties.
- 6.12.2.23 Manage and monitor exception activities from submittals, test

reports, inspections reports, non-compliance reports, and meetings.

- 6.12.2.24 Maintain the project files, including data, correspondence, reports, contracts, project drawings, specifications, changes, photographs, and other records pertaining to the project.
- 6.12.2.25 Review and provide comments on contractors' monthly pay estimates based on approved daily reports and amount of incorporated work. Resolve any conflicts or discrepancies concerning monthly pay estimates with contractors prior to submittal to BCT for final approval and payment.
- 6.12.2.26 Prepare scope of work, justification analysis and independent cost estimates for owner-proposed contract changes in advance of issuing the proposed contract changes to the contractor.
- 6.12.2.27 Administer the evaluation and negotiation of change order items including participating with BCT in the actual negotiations of cost and schedule changes with contractors. Prepare negotiation records and cost and price analyses of contract changes in conformity with FTA requirements.
- 6.12.2.28 Verify that construction contractors maintain true and accurate "as-built" drawings and specifications that reflect the modifications and changes in the project. Following the receipt of the "as-built" documents, assist in review of as-built documentation and O&M manuals; coordinate with the A&E to prepare record drawings.
- 6.12.2.29 Review and develop test program, including factory and integration testing. Review and/or prepare start-up test plan/system cutover plan and procedures. Participate in and preside over testing and start-up activities.
- 6.12.2.30 Conduct final inspections prior to project acceptance, notify BCT in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the Project.
- 6.12.2.31 Review and/or prepare training plan and training material. Monitor training conducted by contractors to BCT operations and maintenance personnel.
- 6.12.2.32 Assist BCT with the project specific safety and security system certification program and plan. Assist/participate in system safety and security certification activities and preparation of safety and

security certification report(s) in accordance with federal, state, and local requirements.

6.12.2.33 Assist BCT in technical coordination with other Municipalities/Cities agencies and other governmental agencies.

6.12.2.34 Compile closeout project documents, including contract documents, test reports and testing and commissioning documentation, manuals, and warranties. These documents will be transmitted to BCT's operating personnel and/or archives as appropriate. Assist in contract close outs, including preparation and submission of contract closeout reports, closeout contract modifications and calendar items to BCT.

6.12.2.35 Provide claims avoidance management and partnering and dispute resolution process for contractors. Assist in resolution of claims as directed by BCT.

6.12.2.36 Compile and document lessons learned in the Project.

6.13 Start Up, Testing & Commissioning

6.13.1 The services under this task may include:

6.13.1.1 Assist BCT to achieve operational readiness and establish initial revenue service on proposed projects. The service tasks may include, but are not limited to:

6.13.1.1 Participate in weekly start-up meetings and other related meetings as appropriate. Prepare meeting agenda and meeting minutes of each meeting to establish status, progress, and task follow-up.

6.13.1.2 Develop, monitor, and update a schedule to enable start-up, testing, and commissioning of the proposed projects. Identify activities, issues, and milestones necessary to achieve initial revenue service.

6.13.1.3 Manage and assist the BCT, the contractors, other Municipalities/Cities agencies and other governmental agencies in identifying and completing activities for start-up, testing, commissioning, and initial revenue service.

6.13.1.4 Define, develop, approve, and manage testing and testing programs necessary to achieve commissioning and initial revenue service.

6.13.1.5 Resolve issues impacting testing, start-up, testing, safety certification, commissioning, and initial revenue service.

6.14 Quality Assurance/Quality Control (QA/QC) Program

6.14.1 The services under this task may include the following:

6.14.1.1 Assist BCT staff in performing reviews of QA/QC programs proposed for the projects by the design teams and by the construction contractors to ensure these meets or exceed minimum program standards and BCT requirements.

6.14.1.2 Assist BCT staff in oversight of design and construction activities relative to implementation of the adopted QA/QC program. Identify areas needing improvement, recommend corrective action plans and provide oversight to ensure compliance.

6.14.1.3 Develop a QC/QA Program that will set the minimum standards for all design and construction activities associated with the Program.

6.14.2 The Consultant should comply with the Federal Transit Administration's Quality Assurance/ Quality Control Guidelines, and develop and submit for BCT acceptance a Quality Assurance/Quality Control Program, within 60 days of receipt of the NTP, covering all proposer's activities including, but not limited to: general tasks; systems integration; intra-discipline and inter-discipline review; design workshops; BCT design review process; design support during implementation/construction; procurement; cutover and start-up operations; and construction management, i.e. inspection, testing, document reviews, non-conformances and corrective actions. The Quality Assurance Program must describe the controls to be implemented by the Consultant to verify compliance with BCT Quality Program and Project requirements.

6.14.3 As part of the Quality Assurance Program, the Consultant shall submit an organization chart, a Quality Assurance/Quality Control Plan and Quality Assurance / Quality Control Procedures for control of the following quality elements: Management Responsibility; Documented Quality System; Design Control; Document Control; Purchasing, Product Identification and

Traceability; Process Control; Inspection and Testing; Inspection, Measuring and Test Equipment; Inspection and Test Status; Non-Conformance; Corrective Action; Quality Records; Quality Audits; and Training.

6.14.4 As an example, for Design Control, the Consultant should establish and maintain design control procedures to control and verify the design and design changes, to ensure compliance with the design criteria, project requirements, and requirements of the relevant regulatory agencies. Design control includes ensuring that design requirements are identified and met, planning of design interfaces are complete including design reviews and verification activities, and design changes are controlled through project completion.

6.14.5 The Consultant's Program Quality Assurance Manager will report to the BCT Quality Assurance Manager.

6.14.6 As determined by BCT Quality Assurance Manager, perform planned and periodic internal QA audits and oversight to verify implementation and effectiveness of program procedures. The Consultant's duties should include:

6.14.6.1 Maintenance of quality records. The BCT Quality Assurance or designated BCT staff shall have full access to the Consultant's QA/QC documentation and records at all times.

6.14.6.2 Gathering and tracking of Quality Assurance audit/surveillance and discrepancy data for use in the analysis of deficiency trends and evaluation of corrective action effectiveness.

6.14.7 The requirements of the Consultant's QA program and supporting procedures should also apply to its sub proposers.

6.15 Document Management / Administrative Support

6.15.1 The services under this task may include the following:

6.15.1.1 Assist BCT with the implementation of document control procedures and policies and to ensure that all program team members have access to all documents at all times.

6.15.1.2 Provide administrative support to BCT, including, but not limited to, documentation of meetings, report writing, preparation of presentations, and preparation of correspondence.

6.15.1.3 Establish and maintain a system of document management and control and change control functions to ensure that all program

- team members have current and accurate information available.
- 6.15.1.4 Provide data, graphics and other materials as required by BCT for internal, external, and public presentation.
- 6.15.1.5 Assist BCT in selecting and implementing program and project management software tools to facilitate collection and management of information related to cost, schedule, scope, issue tracking, document control, contract administration, program and project status, and other related activities.
- 6.15.1.6 Assist BCT in developing and maintaining program and project web sites and selecting and implementing other software tools to facilitate team communication and manage exchange of information during design and construction.
- 6.15.1.7 Provide support to BCT Purchasing Section, including but not limited to, prompt payment, modifications and change orders, and labor compliance.
- 6.15.1.8 Establish and maintain a system of document management to ensure that the BCT Purchasing Section has current and accurate information available.
- 6.15.1.9 Assist BCT in selecting and implementing program and project management software tools to facilitate the BCT Purchasing Section in collection and management of information related to payment of subcontractors, modifications, change orders and labor compliance.

6.16 Integrated Project Delivery

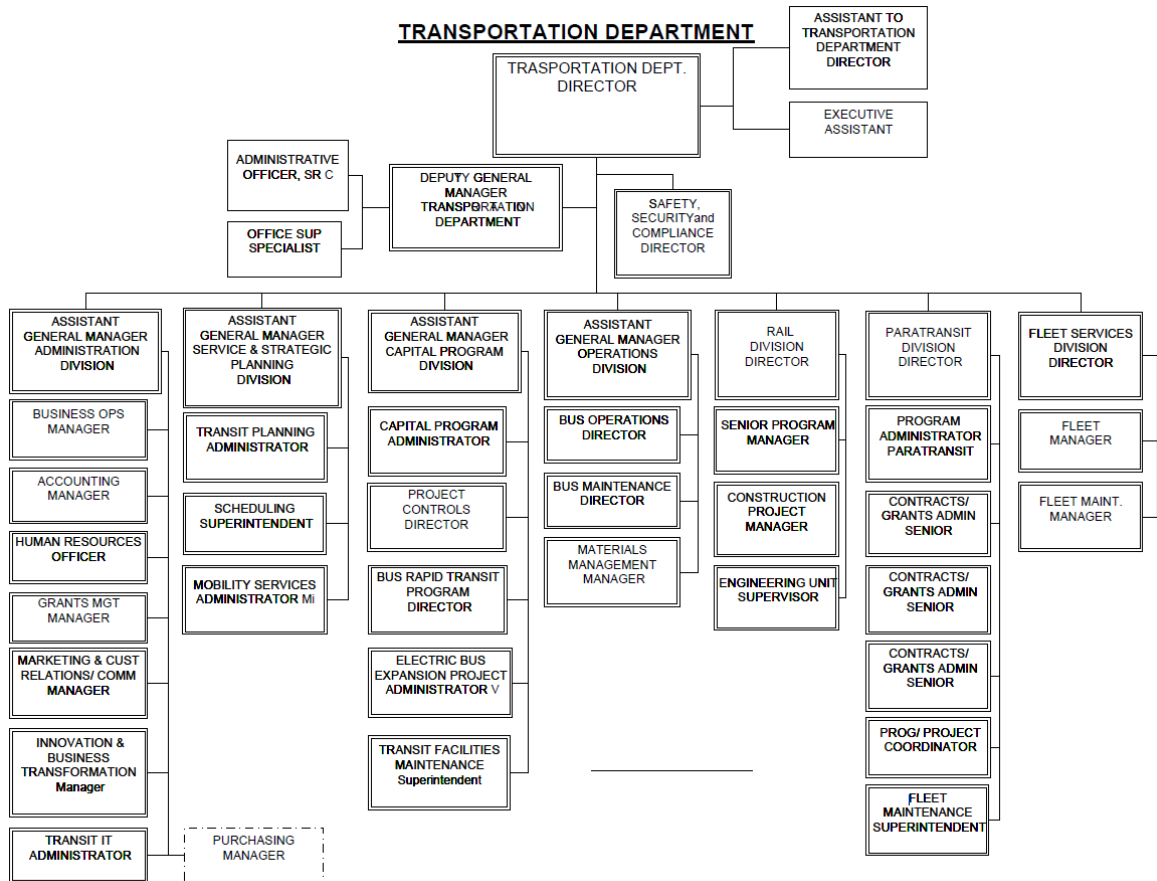
- 6.16.1 Assist BCT in the development of plan/system to deliver and manage the project life cycle, not limited to but at a minimum including Configuration Management and Asset Management.
- 6.16.2 Assist BCT in selecting and implementing software tool(s) to facilitate overall management of project delivery information, records, and changes.
- 6.16.3 Method of delivery should include approach for managing field and maintenance data/inputs such as Preventative Maintenance/Corrective Maintenance data sheets and trends.
- 6.16.4 Develop a Configuration Management System and procedures to ensure complete and accurate project baseline documents, and to ensure changes in

design and construction are controlled in accordance with contract documents and/or controlling procedures.

[END OF SECTION]

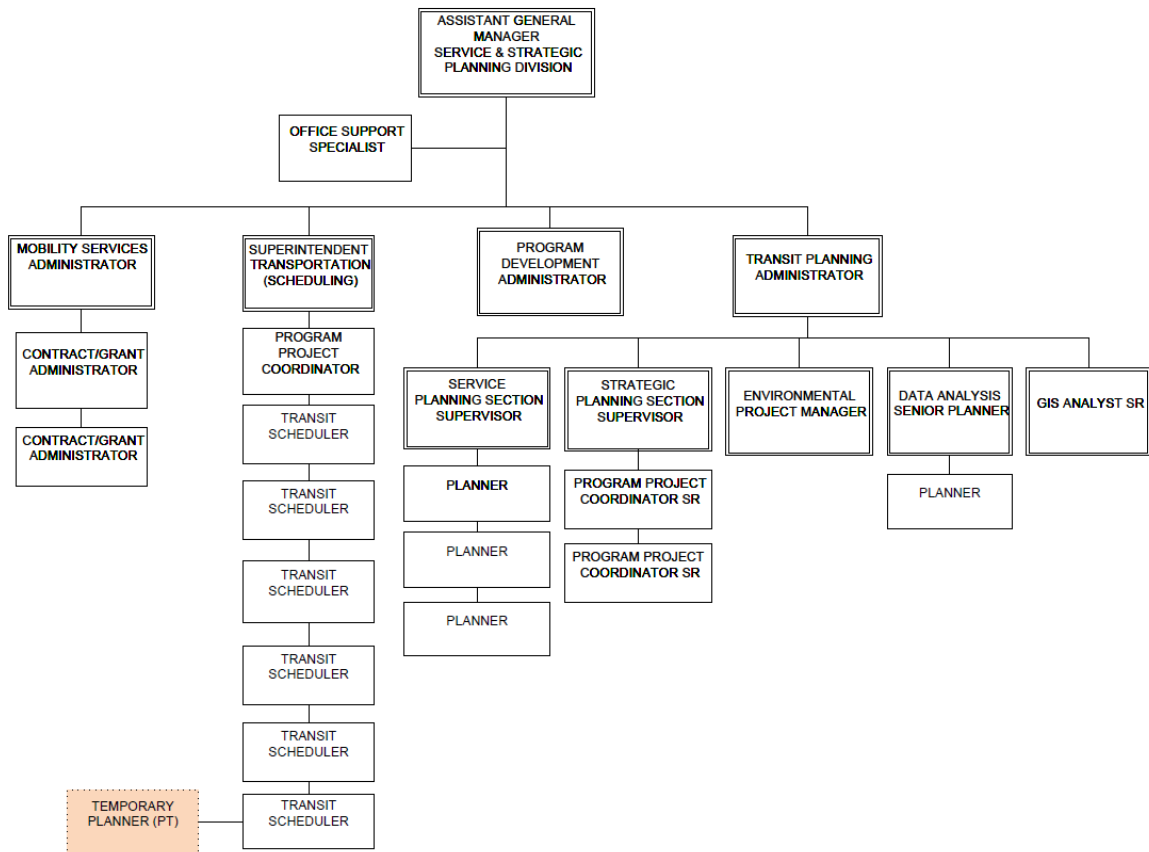
Exhibit A

Organizational Charts



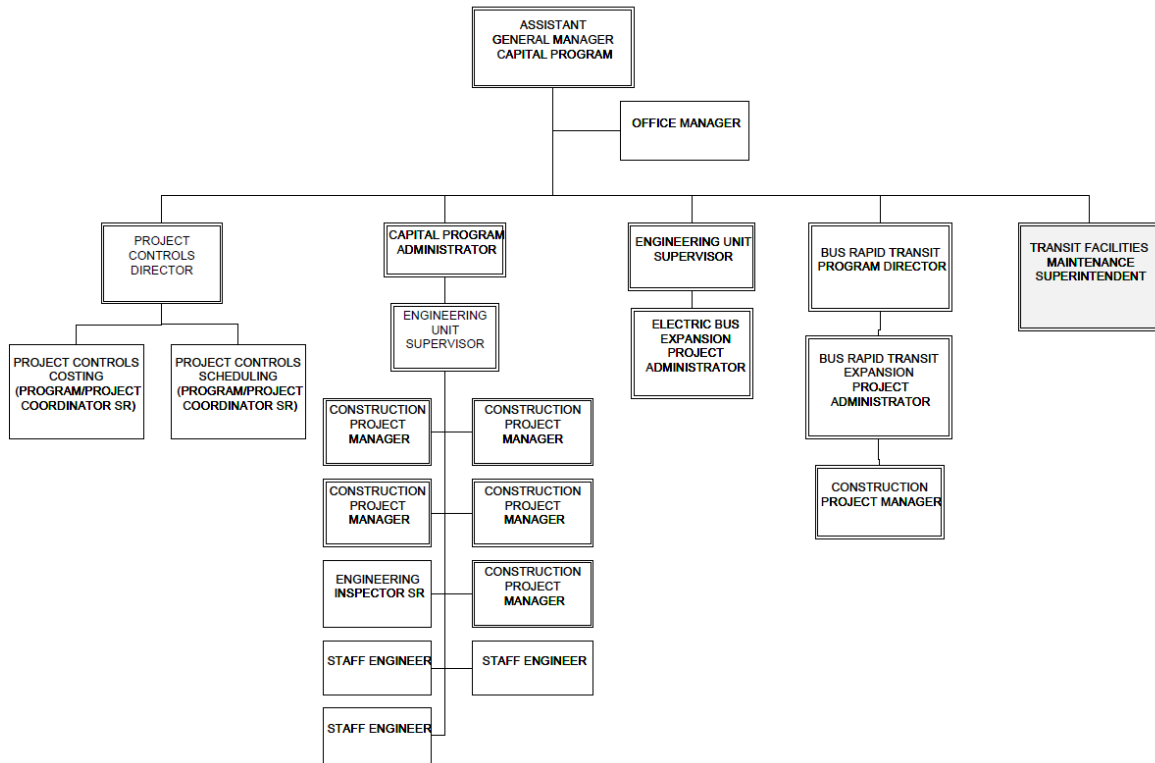
Broward County Board of
County Commissioners

SERVICE AND STRATEGIC PLANNING DIVISION

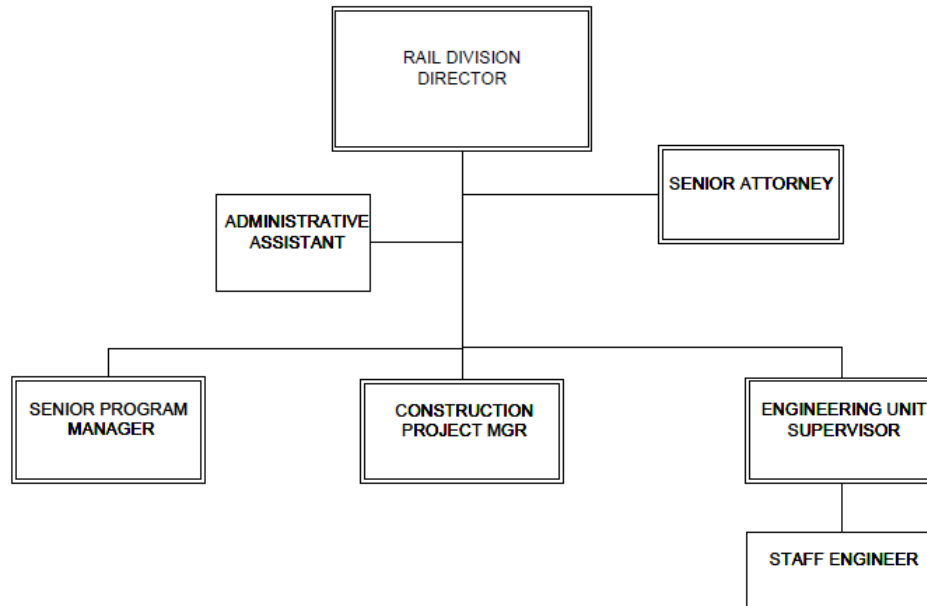


Broward County Board of
County Commissioners

CAPITAL PROGRAM DIVISION



RAIL DIVISION



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 nonresponsible.
- 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
Solicitation Name: Vertical Integrated Program Management Consulting Services
for Capital Projects

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

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:
None.

B. Additional Responsibility Criteria:

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

1. Office of Economic and Small Business Development Program:

This solicitation has the following County Business Enterprise Goals: **30%** CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Development Requirements** section and submit all required forms and information as instructed.

2. License Requirements:

Prime Vendor should submit satisfactory proof of licensing with its submittal. If not provided with submittal, the Vendor must submit such proof within three (3) business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

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

State of Florida: Licensed Professional Engineer and/or Registered Architect

Joint Venture submittal requirements, if applicable:

A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess one of the above licenses (including any specified State registration, if applicable) at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

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

3. Certification Requirements:

Prime Vendor and/or subconsultants should submit satisfactory proof of certification with its submittal. If not provided with submittal, the Vendor must submit such proof within three (3) business days of County's request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.

- a. Prime Vendor and/or subconsultants shall be required to possess the following license (including any specified State registration, if applicable) at the time of submittal.

American Institute of Certified Planners (AICP)

Joint Venture submittal requirements, if applicable:

A Joint Venture should submit satisfactory proof with its submittal that the Joint Venture, or at least one of the Joint Venture partners, shall be required to possess one of the above licenses (including any specified State registration, if applicable) at the time of submittal. If not submitted with its response, the Joint Venture must submit such proof within three business days of County's written request. A Joint Venture may be deemed non-responsive for failure to comply within stated timeframes.

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

C. Standard Agreement Language Requirements:

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

<https://www.broward.org/purchasing/documents/SFA3.pdf>

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

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

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

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

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

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

Continuing Contract: Professional services needed for a construction project where the construction costs exceed the category five threshold amount per Section 287.017(5), Florida Statutes, in accordance with Florida Statutes, Chapter 287.055, Consultants' Competitive Negotiation Act (CCNA).

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

Transportation Surtax Funds

I. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **TBD.**
Final Evaluation Meeting (Sunshine Meeting): **TBD.**

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

J. Project Manager Information:

Project Manager: Daniela Amores, Rail Senior Program Manager, Transportation Department
Email: DAmores@broward.org

K. Domestic Partnership Certification:

The Domestic Partnership Act Certification Form is not a requirement of the solicitation but will only be utilized for Tiebreaker purposes. This documentation should be submitted at time of submittal. If not submitted at time of submittal, it shall be submitted within three (3) business days of County's written request.

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

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Security Requirements

A. General Security Requirements and Criminal Background Screening:

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

B. General Facilities:

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

C. Facilities Critical to Security and Public Safety:

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

D. Contractor Work Crews:

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

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

E. Other Vendors:

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

F. Port Everglades Locations:

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

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

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

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

G. Airport Security Program and Aviation Regulations:

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

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

H. Water and Wastewater Services (WWS):

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

I. Additional Security Requirements for Parks and Recreation:

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

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

Attachment Applicable to All Solicitations for Surtax-Funded Projects

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

Office of Economic and Small Business Development Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link: <http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The is available at the following link: <http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

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

Evaluation Criteria
Vertical Integrated Program Management Consulting Services for Capital Projects

Evaluation Criteria – Program-Specific Criteria		Total Points
1) Ability of Key Personnel (30 Points)		
a) The Consultant should demonstrate that it has sufficient, experienced personnel as identified in the Vertical Integrated Program Management Consulting Services for Capital Projects, Section 4 Organizational Structure. Describe the qualifications, relevant experiences, and related complex large-scale transit projects of the Program Manager, all prime Consultant's key staff and all subconsultants' key staff who are most likely to be assigned to the program under this Request for Proposal (RFP). Provide a list of all subconsultants and identify the County Business Enterprise (CBE) certified subconsultants that may be used on this program. Include resumes for the Program Manager and all key staff identified. Provide an Organizational Chart for members of the Proposed Program Team (Team).		20
b) Describe the Team's experience in and comprehensive knowledge of the complex requirements of Federal Transit Administration (FTA) Capital Investment Grants for New Starts funded transit projects, staffing support, and organization development. Describe experience in and comprehensive knowledge of applicable federal, state, and local regulations, codes and requirements and experience coordinating regulatory and inter-agency requirements.		10
2) Program Approach (25 Points)		
a) Describe the Consultant's approach to providing Program Management Support and its ability to program manage the various tasks identified in the Scope of Work. In addition, describe the Consultant's approach to carrying out tasks identified in the Scope of Work as it relates to coordinating with various jurisdictions within Broward County simultaneously. Discuss in particular the Program Management Organization Structure and Vertical Integration, Planning & Environmental Coordination, Financial Management, Regulatory and Interagency Coordination, Design Management, Construction Management, and Integrated Project Delivery.		20
b) Describe the process and management procedures the Consultant will follow to oversee work by its personnel and work by CBE certified subconsultants on multiple tasks simultaneously. Include how the Consultant will utilize subconsultants on this program throughout the duration of the program in its entirety and the specific Program Management role each subconsultants will perform.		5
3) Past Performance (30 Points)		
Refer to Vendor Reference Verification Form and submit as instructed. a) Describe the Consultant's experience including but not limited to, Program Management, Bus Rapid Transit (BRT) Engineering & Construction and Light Rail Transit (LRT) Engineering & Construction. Describe experience in design and construction management, particularly in rail/bus systems, passenger stations, essential facilities, intermodal transportation facilities, electrical systems, corridor-based systems, asset management, procurement, risk management and project controls, traffic operations and engineering, transit technology systems, estimation of capital and operating costs, maintenance and operations facility design, environmental analysis/assessment, financial planning, economic benefits analysis, transit ridership projections, transit stop analysis and design, land use and housing benefit analysis, and public involvement.		15

Evaluation Criteria
Vertical Integrated Program Management Consulting Services for Capital Projects

Consultant should provide a minimum of three (3) references for similar work performed in the past eight (8) years to show evidence of qualifications and previous experience. Experience should include projects, tasks for which the Consultant was responsible, and project owner references per Section 3.5, Qualifications in the Scope of Work. 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 Consultants with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Consultant's past performance. Failure to provide a minimum of three (3) references for performed similar work in the past eight (8) years may result in reduced points awarded for Section 3.a.	
b) The Consultant should provide sufficient capability and expertise through demonstrated experience of at least one of the following: • Provided program management and construction management services for project sponsors as prime consultant on at least one transportation project within the last ten years, involving actual construction cost of at least \$500 million with actual construction 50% or more completed; or • Provided program management services for project sponsors as prime consultant on at least one transportation project AND provided construction management services for the same or different project sponsor on another transportation project, in which both projects should each have: 1) involved actual construction cost of at least \$500 million, and 2) with construction on both projects at least 50% completed.	15
4) Workload of Consultant (5 Points)	
For the prime Consultant only, list all completed and active projects the Consultant has managed over the past five years. In addition, list all projected projects the Consultant will be working on in the near future. Projected projects will be defined as projects wherein the Consultant has been awarded a contract, however, the Notice to Proceed has not yet been issued. Identify any projects the Consultant has worked on concurrently. Describe the Consultant's approach to effectively managing those projects. Were there or will there be any challenges for any of the listed projects? If so, describe how the Consultant dealt or will deal with those challenges.	5
5) Location (5 Points)	
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 vendor's selection of one of the five options in the Location Certification Form: • Option 1 (0 points); • Option 2 (5 points); • Option 3 (3 points); • Option 4 (points range from 0-5 depending on the composition of the joint venture); • and Option 5 (0 points).	5

Evaluation Criteria
Vertical Integrated Program Management Consulting Services for Capital Projects

6) Willingness to Meet Time and Budget Requirements (2 Points)	
In general, explain the Consultant's approach to meeting "project specific" time and budget requirements, and indicate whether the Consultant is capable of meeting necessary time and budgetary requirements related to this RFP.	2
7) Volume of Previous Work (3 Points)	
Refer to Volume of Previous Work Attestation Form and the Volume of Previous Work Attestation Joint Venture Form and submit as instructed. The calculation for Volume of Previous Work is all amounts paid to the prime Consultant by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Consultant MINUS the Consultant's confirmed payments paid-to-date to approved certified CBE firms performing services as Consultant's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. The calculation of Volume of Previous Work for a prime Consultant previously awarded a contract as a member of a Joint Venture Consultant is based on the actual equity ownership of the Joint Venture Consultant. • 3 points will be allocated to Consultants paid \$0 - \$3,000,000); • 2 Points will be allocated to Consultants paid \$3,000,001 - \$7,500,000; • 1 Point will be allocated to Consultants paid \$7,500,001 - \$10,000,000; • 0 Points will be allocated to Consultants paid over \$10,000,000). Payments for prime Consultant will be verified by the Purchasing Division.	3
TOTAL NUMBER OF POINTS	
100	



Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

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)

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):

Broward County Board of
County Commissioners

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.

Broward County Board of
County Commissioners

- ☐ 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

Broward County Board of
County Commissioners

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).

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

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

Broward County Board of
County Commissioners

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

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.

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- ☐ 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

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),
- a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

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),
- a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, 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:
- for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - in an area zoned for the conduct of such business,
 - that the Vendor owns or has the legal right to use, and
 - from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, 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.

Broward County Board of
County Commissioners

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

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

Broward County Board of
County Commissioners

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

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

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

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

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Yes ☐ No ☐

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

Vendor Name:

Authorized Signature/Name

Title

Date

Broward County Board of
County Commissioners

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

Revised May 1, 2021

Broward County Board of
County Commissioners
INSURANCE REQUIREMENTS

Project: Vertically Integrated Project Management of Capital Projects
Agency: Transportation Department

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 ☒ Child Molestation Coverage 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>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim: *Maximum Deductible:	\$5,000,000 \$100,000	
☐ POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim: *Maximum Deductible:		
<u>Description of Operations:</u> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. 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.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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 #TRN2125764P1 - Vertical Integrated Program Management Consulting Services for Capital Projects

Overall Bid Questions

There are no questions associated with this bid.