

Solicitation GEN2124409P1

Voluntary Emergency Loan Program

Bid Designation: Public



Broward County Board of County Commissioners

Bid GEN2124409P1 Voluntary Emergency Loan Program

Bid Number **GEN2124409P1**
Bid Title **Voluntary Emergency Loan Program**

Bid Start Date **Jul 21, 2022 6:41:41 PM EDT**
Bid End Date **Aug 19, 2022 2:00:00 PM EDT**
Question &
Answer End Date **Aug 17, 2022 5:00:00 PM EDT**

Bid Contact **Michael Mullen**
mmullen@broward.org

Bid Contact **Danea Cohen-Ebanks**
Purchasing
dcohen@broward.org

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

Bid Comments **Scope of Work:**
Broward County Human Resources Division seeks a qualified firm to administer a Voluntary Emergency Loan Program for the County's active, benefit-eligible employees, as per the requirements outlined in the Scope of Services.

Contract Duration (Term):
The Initial Three-Year Term shall begin on January 1, 2023 ("Effective Date") and shall end on December 31, 2025. Please refer to the Special Instructions to Vendors, **Section 3.1 Agreement, Article 4, Term and Time of Performance** for additional information.

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

License Requirements:
Vendor must possess (at the time of submittal) a Consumer Finance Company license through the Florida Office of Financial Regulation, Division of Consumer Finance. Please refer to the **Special Instructions to Vendors, Section 2.3**, for additional information.

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

Added on Aug 3, 2022:

The Vendor Security Questionnaire, PDF version, has been deleted and replaced with the Vendor Security Questionnaire, fillable Excel version.

The Project Specific Vendor Questionnaire, PDF version, has been deleted and replaced with the Project Specific Vendor Questionnaire, fillable Word version.

Added on Aug 12, 2022:

ADDENDUM NO. 2 (August 12, 2022)

The Project Specific Vendor Questionnaire form has been replaced in its entirety.

Words in ~~strike through~~ are deletions from the existing text and words in **bold underlined** are additions to the existing text (~~strike through~~ removed; **underlined bolded** is added).

PROJECT SPECIFIC VENDOR QUESTIONNAIRE - NEGOTIABLE ITEMS

14. ~~Does Proposer agree to provide a financial contribution annually towards Broward County's WellBeing program to offset the cost of educational financial programs to assist employees with learning how to budget, save and become educated consumer? If yes, state annual amount.~~

Addendum # 1

New Documents	Vendor Security Questionnaire - GEN2124409P1.xlsm Project Specific Vendor Questionnaire, GEN2124409P1, Voluntary Emergency Loan Program.docx
Removed Documents	Vendor Security Questionnaire, GEN2124409P1, Voluntary Emergency Loan Program.pdf Project Specific Vendor Questionnaire, GEN2124409P1, Voluntary Emergency Loan Program.pdf

Addendum # 2

New Documents	ADDENDUM NO. 2 - Project Specific Vendor Questionnaire, GEN2124409P1, Voluntary Emergency Loan Program.docx		
Removed Documents	Project Specific Vendor Questionnaire, GEN2124409P1, Voluntary Emergency Loan Program.docx		
Previous End Date	Aug 12, 2022 2:00:00 PM EDT	New End Date	Aug 19, 2022 2:00:00 PM EDT
Previous Q & A End Date	Aug 3, 2022 5:00:00 PM EDT	New Q & A End Date	Aug 17, 2022 5:00:00 PM EDT

Item Response Form

Item **GEN2124409P1--01-01 - Administer Voluntary Emergency Loan Program**

Quantity **1 contract**

Prices are not requested for this item.

Delivery Location **Broward County Board of County Commissioners**
HR0025
HUMAN RESOURCES
GOVERNMENTAL CENTER
115 S ANDREWS AVENUE ROOM 508

FORT LAUDERDALE FL 33301

Qty 1

Description

Price will not be considered in the final evaluation and rating of the qualified firms.

SCOPE OF SERVICES AND GENERAL INFORMATION

GEN2124409P1 - Voluntary Emergency Loan Program

SECTION 1 – INTRODUCTION

The Broward County (County) Human Resources Division is seeking proposals from qualified organizations with in-depth knowledge and expertise in administering an employee payroll loan program for active, benefit-eligible, County employees.

If there is a conflict between any statement, requirement or provision of any material provided by the Proposer, and any statement, requirement or provision of this RFP, the statement, requirement, or provision of this RFP shall prevail and be given superior force and effect.

SECTION 2 – OBJECTIVE

The objective of this Solicitation is to obtain the best services at the lowest cost for County employees and ultimately establish an Agreement for the services of a qualified firm to administer a voluntary emergency loan program for County employees.

Proposer's proposed plan should be comparable or better in design and/or improve the County's existing plan. Comparable is defined as same or better, but not less, than the County's existing plan. Proposers are not being asked to mirror the current benefit. The County's existing plan may be viewed at the following link <https://www.broward.org/WellBeing/Pages/Proposer-Loans.aspx>. Deviations and/or enhancements to the current plan design, should be clearly identified by the Proposer in the Project Specific Vendor Questionnaire.

SECTION 3 – BACKGROUND

The County employs approximately 5,700 benefit-eligible employees in 50 different agencies located throughout Broward County. County makes available to its employees an array of comprehensive, voluntary, affordable, benefit plans and programs. The current Agreement for Emergency Loans at Work **ends on December 31, 2022.**

Covered members for these services include active benefit-eligible employees defined as:

- A Part-Time 20 or Full-Time employee

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Voluntary Emergency Loan Program utilization as of 12/31/2021:

Year	# Participants	# Loans	Total Loan Amounts (Proceeds + Refinanced)
07/2017 – 12/2017	83	99	420,100.00
01/2018 – 12/2018	238	329	1,432,400.00
01/2019 – 12/2019	271	316	1,430,000.00
01/2020 – 12/2020	257	283	1,324,675.63
01/2021 – 12/2021	282	321	1,490,500.00

The current Emergency Loans at Work vendor is BMG Money, Inc. There has been one, twelve- month, extension from January 1, 2022 to December 31, 2022. There have been no plan design or interest rate changes over the past 66 months.

Coverage Effective Date for new Agreement: January 1, 2023

SECTION 4 – GENERAL INFORMATION AND CURRENT PLAN GUIDELINES

The Voluntary Emergency Loan Program should include the following specifications:

Eligible Employee: An eligible employee is a County employee who is eligible for benefits and has one (1) year or more of continuous employment with the County.

Separation/Retirement of Employee: When an employee separates/retires from County employment, Proposer will have no rights or entitlement to deduct remaining balances from the employee's final paycheck or require similar "balloon payments" to satisfy any outstanding loans. Existing terms and interest rates shall be maintained until loan is satisfied.

Simple Interest Loan: Provided to eligible employees upon verification of employment including those who may not qualify for credit cards, bank, or credit union loans.

Fees: There are no application or other fees applicable to the program.

Maximum Bi-weekly Payment: Bi-weekly after-tax payments under 10% of base bi-weekly salary (excluding all overtime and all other earnings). Example: base hourly rate \$20 per hour. Base bi-weekly salary is \$1,600. Payment cannot exceed 10% of base bi-weekly salary or \$160 per pay period.

Maximum Loan Amount: Not to exceed \$5,000 based on Maximum Bi-weekly Payment.

Maximum Loan Term: Not to exceed 24 months.

Bank Account: Employees shall not be required to have a bank account.

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Unsecured, Fixed Simple Interest Loan: Simple interest rate for loan not to exceed negotiated amount.

Prepayment Penalties: Employee may pay off loan in full or partially at any time with no prepayment penalties.

Limitation on Number of Loans: Employees can only have one loan through this program at a time. The number, frequency, and timing of any refinancing of existing loans for eligible employees shall be at the sole discretion of the County's Chief Financial Officer or designee and is subject to change.

Coordination Of Active Loans with Prior Vendor: During the first twenty-four months of the Agreement, prior to issuing a new loan, Vendor shall verify, through a method to be determined by County, that an employee seeking a loan from Vendor does not have an active loan with the current vendor, BMG Money (BMG). If the employee has an active loan with BMG, the balance of the loan with BMG must be deducted from the loan amount available through Vendor and the total balance of both loans combined shall not exceed Vendor's negotiated maximum loan amount or require payroll deductions that exceed 10% of the employee's base bi-weekly salary (excluding overtime and all other earnings).

Loan Proceeds: Upon approval, loan proceeds are distributed to the employee by either (at the employee's option): (i) automatic bank account deposit only to an account held in the name of the employee; or (ii) paper check made payable only to the employee, sent via U.S. Mail to the employee's home address.

Loan Declinations: Proposer must decline loans if the employee:

- is in an active Bankruptcy Filing and the Bankruptcy has not been discharged by the Bankruptcy Court;
- identity cannot be verified through the Patriot Act or appears on the U.S. Treasury Office of Foreign Assets Control banned persons list; and/or
- does not pass the facial recognition requirement under Section 6 – Safeguards.

Proposer will provide the employee, in writing, the reason for declining to issue a loan.

Amortization Schedule: Provided to County upon approval of each loan or refinance.

Statements: At a minimum, provided annually at no cost to County and employees detailing the principal amount of the loan, current loan balance, interest paid.

Credit Bureau Reporting: At a minimum, loan performance shall be reported to a minimum of one national credit bureau (Transunion, Equifax, Experian) annually for the purpose of improving employees' credit scores when appropriate and warranted.

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Free Financial Literacy Training: Provided to employees and, as requested by County Administration or the Board of County Commissioners, financial literacy community outreach.

SECTION 5 – EMPLOYEE PROTECTIONS

No Soliciting: Proposer shall not solicit County employees outside of the specified periods outlined in the Agreement. Solicitation includes, but is not limited to, communications regarding refinancing or applying for a new loan, regardless of whether the individual is a current or prior loan holder.

Employee Information: Proposer acknowledges that it will have limited access to employee contact information. The County will not provide any contact information (telephone numbers, email addresses, home addresses, etc.) The employee seeking the loan can provide contact information to Proposer. As part of the verification process, the County will verify whether the address provided by the applicant to the vendor matches the address in County's payroll system.

Payroll Deduction: Employees will have automatic deductions from their paycheck to pay Proposer loans. The payroll deductions are revocable by the employee upon appropriate notice. Payroll deductions will continue past the term of the Agreement until loan is paid off or employee is no longer employed by the County. No refinancing of the loan will be allowed past the term of the Agreement.

ADA Compliance: Proposer agrees to comply with the Americans with Disabilities Act ("ADA") and agrees to make its Program accessible in accordance with the ADA.

Employee Access to Loan Information: Employees shall have 24/7 on-line access to their loan information and status.

Most Favored Nation: If during the initial or renewal terms of this Agreement, Proposer offers a lower interest rate to employees of any other employer, Proposer will immediately begin to offer that same interest rate to County employees who apply for new loans, and recalculate the interest for employees with current loans.

SECTION 6 – PROGRAM SAFEGUARDS

Proposer must utilize the most stringent anti-fraud safeguards to prevent fraudulent loans or attempts to obtain a loan fraudulently. Safeguards should include:

1. **Facial Recognition:** Proposer shall possess a facial recognition system and require all County employees applying for a new loan or a refinance of an existing loan to submit a copy or photo of the front and back of their Florida driver's license or other state-issued ID and a self-portrait (selfie photo) to be analyzed by a facial recognition system utilized by Proposer. If facial recognition is not a 100% match, Proposer may request a new selfie photo or a clearer image of the state-issued

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- ID. If the second attempt at facial recognition does not result in a 100% match but is a very close match, Proposer shall defer to the County for additional verification or deny the loan.
2. **Florida Driver's License or State Issued ID Card:** Proposer shall electronically scan the barcode information on the submitted license or identification card to match it against the state's database.
 3. **County Employee Verification:** Proposer shall not approve any loan or refinance until County staff has: (a) verified that the home address on the loan application matches the address in County's payroll system; and (b) verified with the employee that they applied for the loan or refinance.
 4. **Credit Monitoring:** Proposer shall provide at its sole cost and expense Credit Monitoring for one year to any County employee impacted by a fraudulent loan attempt, regardless of whether Proposer has any liability associated with the fraudulent loan attempt.
 5. **Browser Fingerprint Verification:** Proposer shall perform additional verification procedures for multiple applications submitted with the same browser fingerprint (IP Address) to deter digital identity theft. If possible, Proposer will trace the IP addresses connected to fraudulent applications to identify the geographic locations where they were filed.
 6. **Email Encryption:** Proposer must use a secure email encryption platform to submit employee loan verification requests to County. If Proposer does not have an internal secure email encryption platform, Proposer must utilize County's provided secure, encrypted email platform, Virtru.
 7. **Program Changes:** Proposer shall not make any internal changes to the Program without the prior written consent of the Contract Administrator.
 8. **Additional Internal Controls:** Proposer will implement any additional internal controls needed to ensure the safety and protection of County employees' information.

SECTION 7 - ADMINISTRATIVE AND RELATED SERVICES

No Costs to County: All components of the program shall be provided at no cost to County including, but not limited to, any and all costs associated with ACH/wire transfers, in-person verification of loan/refinance applications and data entry into payroll system.

Audit of Loans: If an audit or inspection in accordance with this section uncovers or confirms fraud of any nature, in addition to making adjustments to make the Participant whole, Contractor shall pay the actual costs of the County's audit.

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Notice to the County: Proposer is responsible for providing County the following information per each employee payroll deduction schedule: (a) when loan payments should start and stop, (b) amount of bi-weekly deduction, and (c) total value of loan and interest. Proposer will provide the payroll deduction loan repayment amounts once per pay period via an agreed upon secure file delivery method for the applicable deduction schedules, and in a format as required by the County. Proposer agrees to comply with all County payroll processes and requirements. Proposer further agrees that it is responsible for managing all loan accounting, payroll deduction calculations, enrollment, and fulfillment. Proposer agrees to maintain accurate recordkeeping, including but not limited to deductions, terminations, and all other billing and reconciliation matters.

Reimbursement to the County: Proposer will reimburse the County for the following processing fees:

1. **Loan/Refinancing Processing Fee:** \$25 for each loan and/or refinance as billed by the County on a quarterly basis. This fee covers costs related to the verification of each loan or refinance, initiation and closing of the individual loan account.
2. **Bi-weekly Processing Fee:** \$50 for each payroll to be paid quarterly, as billed by the County. This fee covers costs related to ACH/wire transfer and providing supporting documents. The bi-weekly payroll processing fee will continue until all loan payments are paid in full.

The Proposer shall pay the County within 30 days after receipt of the bill from the County.

The County has the right to adjust these processing fees annually with at least sixty (60) days written notice to Proposer. This adjustment will be based on the lesser of 3% or Consumer Price Index (CPI) for the yearly period ending six months prior to December 31 of the then current year. The CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, multiplied by 100, then divided by CPI previous period. The CPI shall be as according to CPI Database - All Urban Consumers, Miami-Fort Lauderdale-West Palm Beach, FL, All Items, Not seasonally Adjusted.

Refunds: Proposer shall issue refunds directly to employees within five (5) business days for overage/excess payroll deductions.

Non-Exclusive: The services provided by Proposer are on a non-exclusive basis. The County is entitled to and may do business with other Proposers who offer similar programs.

Electronic Materials: Proposer shall furnish an electronic version of the terms & conditions, promotional, or educational material for the County's programs.

Amendments Due to Legislative or Other Changes: Proposer shall prepare language for amendments to the terms & conditions, promotional, or educational material, as applicable, due to legislative or other changes.

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SECTION 8 - MARKETING

Employee Information: Employee information cannot be sold or used for advertising, sales promotion, or other publicity purposes.

No Advertising or Soliciting to County Employees: Proposer shall not conduct any marketing of any kind targeted at County employees. An employee's information cannot be sold or used for advertising, sales promotion, or other publicity purposes. Proposer agrees that it will not cross-sell any other plans, products, or services to the County or its employees outside the scope of this Agreement.

Communication Materials: All communication materials must be approved by the County prior to distribution. Proposer is responsible for all costs of printing, producing, and mailing/distribution of information.

Required Statement on all Materials: Proposer shall include the following statement (or any other statement as approved by the County) in a bold and conspicuous manner on all applications, website, and printed materials to County employees:

You understand that your decision to participate and borrow funds pursuant to the voluntary program administered, supervised, and directed by Proposer is your individual decision, that it is not suggested or endorsed by Broward County, and that it is made by you knowingly and voluntarily. Participation in the program is at the discretion of the employee.

Before entering into a loan agreement, you should consider the costs and benefits of this program based on your individual situation and financial needs. You also may want to investigate additional options available through your local credit union or other banks or financial institutions, which may be able to provide similar financial assistance to you under more competitive terms.

For example, you should contact the We Florida Financial Credit Union at 954-745-2400 or <http://wefloridafinancial.com>

Free Literacy Training and Counseling: Proposer shall provide all County employees access to free financial literacy training and counseling through the Federal Deposit Insurance Corporation (FDIC) Money Smart curriculum or similar program.

Providing Training: Upon request from County, Proposer shall provide free financial literacy training to Broward County residents at a location in Broward County.

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SECTION 9 - PIGGYBACKING

Other public corporations, entities, or agencies within Broward County, Florida (each, a “Piggyback Entity”) may request to ‘piggyback’ on the agreement resulting from this solicitation on the same terms and conditions set forth in the agreement. If County approves, and Proposer accepts the request to piggyback, the administration of the agreement and services provided to any Piggyback Entity must be governed under a separate agreement between Proposer and such Piggyback Entity. County shall have no obligation or liability to Proposer, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

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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:
$$\frac{(\text{Lowest Proposed Price/Vendor's Price})}{x (\text{Maximum Number of Points for Price})} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
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
Voluntary Emergency Loan Program

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

SECTION 1 – ADDITIONAL RESPONSIVENESS CRITERIA

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

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

SECTION 2 – ADDITIONAL RESPONSIBILITY CRITERIA:

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

- 2.1. **OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT PROGRAM:** This solicitation is **open** to the general marketplace.
 - 2.1.1. No County Business Enterprise (CBE) goal, or CBE or Small Business Enterprise (SBE) reserve, is established in connection with this procurement.
- 2.2. **PROJECT QUESTIONNAIRE REQUIREMENTS:**
 - 2.2.1. The following questionnaires are applicable to this solicitation:
 - 2.2.1.1. **Enterprise Technology Services (ETS) Vendor Security Questionnaire (VSQ)**
 - 2.2.1.2. **Project Specific Vendor Questionnaire**
 - 2.2.2. Vendors **must** follow the instructions included within each questionnaire and submit as instructed. Vendors should submit their completed questionnaires electronically through Periscope S2G by the solicitation end date and time. If not provided with submittal, Vendor **must** submit within three (3) business days of County's written request. Vendor may be deemed **non-responsible** for failure to fully comply with the Questionnaire Requirements of this solicitation. NOTE: If claiming any confidential material, refer to section **N. Confidential Material/Public Records and Exemptions** in the **Standard Instructions to Vendors**.

Special Instructions to Vendors
Voluntary Emergency Loan Program

2.2.3. The County reserves the right to obtain additional information or clarification from Vendor. The County will compile all responses into a corresponding Questionnaire Matrix. Matrices will be distributed to the Evaluation Committee prior to the Evaluation Committee Meeting(s). During the Evaluation Committee Meeting(s), based on the information compiled in each Matrix, the Evaluation Committee may seek clarification of each Vendor and or County staff. It is within the County's discretion to accept or reject the Proposers changes to the County's questionnaires.

2.3. **LICENSE REQUIREMENTS:** Vendors must possess a current and valid **Consumer Finance Company** license through the **Florida Office of Financial Regulation, Division of Consumer Finance**. Vendor should submit (with its submittal) satisfactory proof of compliance (as determined in the sole and absolute discretion of the County) with the **Consumer Finance Company** license requirement. If not provided with submittal, Vendor must submit within three (3) business days of County's written request. Vendor may be deemed non-responsible for failure to fully comply with the **Consumer Finance Company** license requirements of this solicitation.

SECTION 3 – STANDARD AGREEMENT LANGUAGE REQUIREMENTS

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

3.1. **AGREEMENT:** Please refer to [Project Specific Agreement GEN2124409P1 Voluntary Emergency Loan Program](#) (hereinafter, "Agreement"). Exception(s) to any provision of the Agreement **must** be specifically identified and included in the **Agreement Exception Form**. This includes all Exhibits of Agreement:

3.1.1. **Exhibit C – Enterprise Technology Services Security Requirements – High Risk:** If exceptions are taken to the Agreement exclusive of any exhibits, they **must** be identified on the Agreement Exception Form.

3.1.2. **Exhibit D – Service Level Agreement:** If exceptions are taken to the Agreement exclusive of any exhibits, they **must** be identified on the Agreement Exception Form.

SECTION 4 – EVALUATION CRITERIA

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

Special Instructions to Vendors
Voluntary Emergency Loan Program

Evaluation Matrix, the Evaluation Committee may seek clarification from each Vendor and or County staff.

SECTION 5 – VENDOR REFERENCE VERIFICATION

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

SECTION 6 – DEMONSTRATIONS

- 6.1. Demonstrations are not applicable to this solicitation.

SECTION 7 – PRESENTATIONS

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

SECTION 8 – PUBLIC ART AND DESIGN PROGRAM

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

SECTION 9 – PROCUREMENT AUTHORITY

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

SECTION 10 – PROJECT FUNDING SOURCE

- 10.1. This project is **not** funded by County Funds.

SECTION 11 – PROJECTED SCHEDULE & MEETINGS

- 11.1. **SUNSHINE MEETINGS:** The date, time, and location of the **Initial Shortlisting or Evaluation Committee Meeting** is to be determined. The date, time, and location of the **Final Evaluation Committee Meeting** is to be determined. Please check this website for any changes to the above tentative schedule for Sunshine Meetings:

Special Instructions to Vendors
Voluntary Emergency Loan Program

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>

- 11.2. **VIRTUAL MEETINGS:** If circumstances (such as those related to COVID-19) require the meetings identified in this Section to be virtual meetings, such meetings will be held through a conferencing application (such as Microsoft Teams) which can be accessed by phone or computer. Vendors invited to participate in virtual presentations will be required to do so using the application established for the virtual meeting.

SECTION 12 – PROJECT MANAGER INFORMATION

- 12.1. Lisa Morrison, Benefits Manager, lmorrison@broward.org

SECTION 13 – PROJECT QUESTIONS

- 13.1. Vendors are requested to submit questions regarding this solicitation through the Question & Answer (Q&A) section in Periscope SG2; answers will be posted through Periscope SG2.

Evaluation Criteria
Voluntary Emergency Loan Program

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

SECTION 1 ABILITY OF PROFESSIONAL PERSONNEL 20 POINTS (MAX)	POINTS (MAX)
1.1. Provide an overview of the proposing company. Briefly describe the proposer’s organization, philosophy, management, and employee data including: a. Total number of current employees. b. Average tenure of current employees. c. Turnover of Customer Service Staff by year for 2019, 2020, 2021.	5
1.2. List Key Members of proposed Account Team who will provide professional, customer service, and/or technical support services on this contract. Include: a. Name and contact information. b. Job title and number of years of service with current organization and brief resume covering, at minimum, the last five years. c. Location of the office from which the proposed Account Team will be working. d. Number of years in Employee Loan Program business of the Account Team. e. Average seniority of Account Team employees.	5
1.3. Provide a list of the governmental and/or public entities, similar or greater in size (number of enrolled members) to Broward County (5,700 benefit eligible employees), that the Proposer has provided Emergency Loan Program services to over the last five (5) years. Provide a list of entities that have terminated your services in the last five (5) years and include the reason.	5
1.4. Provide a <u>minimum of three (3)</u> current client references. Proposer should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for proposers with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of proposer’s past performance. Did the Proposer show evidence of qualifications and previous experience of success for similar work performed for their references?	5

Evaluation Criteria
Voluntary Emergency Loan Program

SECTION 2 PROGRAM INTEREST RATE							POINTS																
24 POINTS (MAX)							(MAX)																
2.1. List the standard interest rate for loans with no credit check. This must be the maximum amount charged for any employee and must be based on a simple interest loan. Evaluation points are based on the interest rate chart below. <table border="1"> <thead> <tr> <th>Interest Rate</th><th>24.00% or higher</th><th>23.00-23.99%</th><th>22.00-22.99%</th><th>21.00-21.99%</th><th>20.00-20.99%</th><th>19.00-19.99%</th><th>18.00-18.99%</th></tr> </thead> <tbody> <tr> <td>Points</td><td>0</td><td>4</td><td>8</td><td>12</td><td>16</td><td>20</td><td>24</td></tr> </tbody> </table>							Interest Rate	24.00% or higher	23.00-23.99%	22.00-22.99%	21.00-21.99%	20.00-20.99%	19.00-19.99%	18.00-18.99%	Points	0	4	8	12	16	20	24	24
Interest Rate	24.00% or higher	23.00-23.99%	22.00-22.99%	21.00-21.99%	20.00-20.99%	19.00-19.99%	18.00-18.99%																
Points	0	4	8	12	16	20	24																
SECTION 3 IMPLEMENTATION							POINTS																
15 POINTS (MAX)							(MAX)																
3.1. Describe the financial education and/or literacy training your firm will provide to County employees.							10																
3.2. Describe the program's implementation plan and interaction with County staff.							5																
SECTION 4 ANALYSIS OF PROJECT SPECIFIC VENDOR QUESTIONNAIRE							POINTS																
36 POINTS (MAX)							(MAX)																
4.1. The Project Specific Vendor Questionnaire applies to this solicitation. Please refer to the Project Specific Vendor Questionnaire and the Special Instructions to Vendors, Section 2.2 and submit as instructed.							36																
SECTION 5 LOCATION							POINTS																
5 POINTS																							
5.1. Refer to Location Certification Form and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses. Points shall be allocated as follows based on the proposer's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture), and Option 5 (0 points).							5																

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:	
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Instructions: Vendors should download this fillable Word form from Periscope S2G, complete, and upload to Periscope S2G in Word format. Vendor may be deemed non-responsible for failure to indicate "Yes" to each non-negotiable item. If the Vendor indicates "Yes" to any of the non-negotiable items (nos. 1-2), but the Vendor's submitted materials demonstrate otherwise, the Vendor may be deemed non-responsible to the Questionnaire Requirements of this RFP. Please refer to the **Special Instructions to Vendors, Section 2.2. Project Questionnaire Requirements**.

NON-NEGOTIABLE ITEMS			
#	Description	Comply/Agree: Yes/No	If No, BRIEFLY explain why.
1.	Proposer agrees to provide all services and meet all specifications as outlined in Section 4 (General Information and Current Plan Guidelines), Section 5 (Employee Protections), Section 6 (Program Safeguards), Section 7 (Administrative and Related Services), Section 8 (Marketing) and Section 9 (Piggybacking) of the Scope of Services .	☐ Yes ☐ No	
2.	Proposer certifies program complies with all Federal and State regulatory requirements for consumer finance loans.	☐ Yes ☐ No	

Please sign below (by signing or typing in your name) acknowledging the Non-Negotiable Items Nos. 1-2.

Proposer's Signature: _____

Date: _____

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:

Instructions: Vendor's are required to review the negotiable items listed herein and indicate "Yes" or "No" or respond, as necessary. Please refer to the **Special Instructions to Vendors, Section 2.2. Project Questionnaire Requirements. Form to be returned in Word format.**

NEGOTIABLE ITEMS			
#	Description	Response	
1.	Describe the length of the loan repayment terms, and other limitations, etc.		
2.	Explain the process for employee to apply for a loan. Include as attachments copies of: • Application (if online, provide screen shots) • loan agreement • time for processing • any other relevant details for securing a loan.		
3.	Explain the timeframe for funding an approved loan.		
4.	Describe the options for employees to receive loan funds. (i.e., check, direct deposit, etc.).		
5.	How frequently does the Proposer provide a statement to the participant?		
6.	Describe the financial literacy tools/training Proposer provides for employees applying for a loan and provide a sample.		
7.	What is the name of your banking partner for funding the loans?		
8.	Are the loans provided by Proposer insured by FDIC, NCUA, Federal Reserve or OCC?		
9.	Describe any other reasons an employee can be declined for a loan besides bankruptcy, identity cannot be verified, or does not pass the facial recognition requirement.		
10.	Describe the Proposer's process to collect remaining loan balance when an employee separates or retires from County employment.		
11.	What is the frequency at which data is reported to the credit bureau(s)?		
12.	What materials/services does Proposer provide to support non-English speaking employees and hearing-impaired callers?		
13.	Describe Proposer's refinance terms including frequency.		
	Description	Yes/No	If No, BRIEFLY explain why.
14.	Does Proposer provide the option of no credit check for a fixed interest rate and the option of a potential lower interest rate through a credit check?	☐ Yes ☐ No	
15.	Does Proposer require employees to have a personal email address?	☐ Yes ☐ No	

**Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program**

NEGOTIABLE ITEMS			
#	Description	Response	
16.	Does Proposer require employees to have a personal phone number?	☐ Yes ☐ No	
17.	Does Proposer require employees to be U.S. Citizens?	☐ Yes ☐ No	

PROGRAM SAFEGUARDS			
#	Description	Response	
18.	Describe the Proposer's step-by-step process for identity verification used for each loan request.		
19.	What is the name of the program Proposer uses to process facial recognition?		
20.	Describe the documents Proposer requires from employees to submit for facial recognition.		
21.	What acceptable % match does Proposer require for facial recognition?		
22.	Describe the protocol Proposer uses when employee documents do not pass the facial recognition verification.		
23.	Explain how Proposer verifies employee's Florida Driver's License or State Issued ID card.		
24.	Describe any safeguards Proposer has in place regarding browser fingerprint (IP Address) to deter digital identity theft.		
25.	Describe any safeguards Proposer has in place for bank account cross-checking.		
26.	Describe email encryption platform or software Proposer uses to ensure communication between your employees and County staff are secure.		
	Description	Comply/Agree: Yes/No	If No, BRIEFLY explain why.
27.	Does Proposer require address on driver's license or ID card match address supplied on loan document?	☐ Yes ☐ No	

Please sign below (by signing or typing in your name) acknowledging the Negotiable Items Nos. 1-27.

Proposer's Signature: _____

Date: _____



Enterprise Technology Services Vendor Security Questionnaire (VSQ)

(For RFPs and Sole Source/Only Reasonable Source as applicable)

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

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

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire**SECTION 2: SOFTWARE INSTALLED LOCALLY IN COUNTY'S NETWORK**

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

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

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):				
Reference Date:				
Organization/Firm Providing Reference:				
Contact Name:				
Contract Title:				
Contact Email:				
Contact Phone:				
Name of Referenced Project:				
Contract Number:				
Date Range of Services Provide:	Start Date:	End Date:		
Project Amount:				
Vendor's Role in Project:	☐ Prime	☐ Subconsultant/Subcontractor		
Would you use this Vendor again?	☐ Yes	☐ No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	☐	☐	☐	☐
Accuracy:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Vendor's Organization:				
Staff Expertise:	☐	☐	☐	☐
Professionalism:	☐	☐	☐	☐
Turnover:	☐	☐	☐	☐
Timeliness of:				
Project:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Project completed within budget:	☐	☐	☐	☐
Cooperation with:				
Your Firm:	☐	☐	☐	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☐	☐
Regulatory Agency(ies):	☐	☐	☐	☐
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.				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via:	☐ Email ☐ Verbal	Verified by:	Division:	
			Date:	

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

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

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

1. Legal business name:

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

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

4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation):

☐

Sole Proprietor

☐

Limited Liability Company (LLC)

☐

Limited Partnership

☐

General Partnership (State and County Filed In)

☐

Other – Specify

☐

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

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

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

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

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

22. Participation in Solicitation Development:

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

- ☐ 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

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

DOMESTIC PARTNERSHIP ACT CERTIFICATION (REQUIREMENT AND TIEBREAKER)

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

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

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

☐

1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses

☐

2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐

3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐

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

☐

The Vendor employs less than five (5) employees.

☐

The Vendor does not provide benefits to employees' spouses.

☐

The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐

The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐

The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).

☐

The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Authorized Signature/Name

Title

Vendor Name

Date

Revised May 1, 2021

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

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

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

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

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

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

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

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

AUTHORIZED SIGNATURE/ NAME:

VENDOR NAME:

TITLE:

DATE:

Revised May 1, 2021

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

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

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

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

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Yes ☐ No ☐

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

Vendor Name:

Authorized Signature/Name

Title

Date

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

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

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

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

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

None - ☐

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

Type of Work/Supplies Provided:

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

Type of Work/Supplies Provided:

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

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

Type of Work/Supplies Provided:

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

Authorized Signature/Name

Title

Vendor Name

Date

Revised 11/24/2021

LOCATION CERTIFICATION

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

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

For Invitation for Bids:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

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

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

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

If requested by County (any option):

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

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

Indicate Local Business Location:

True and Correct Attestations:

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

AUTHORIZED SIGNATURE/NAME:

TITLE:

VENDOR NAME:

DATE:

Revised May 1, 2021

INSURANCE REQUIREMENTS

Project: Voluntary Emergency Loan Program
Agency: Human Resources Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
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	
☒ CYBER LIABILITY	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
☒ CRIME / EMPLOYEE DISHONESTY			Each Claim:	\$1,000,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. 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

Digitally signed by
COLLEEN A. POUNALL
Date: 2022.02.02
09:51:01 -05'00'

Risk Management Division

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

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

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

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

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

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

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

Cone of Silence:

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

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

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

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

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

Updated: April 1, 2022

Question and Answers for Bid #GEN2124409P1 - Voluntary Emergency Loan Program

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In "Limitation on Number of Loans" – as employees can have only one loan, please clarify "refinancing of an existing loans for eligible employees"? (Submitted: Aug 2, 2022 10:53:05 AM EDT)

Answer

- Employee may only have one loan at a time. Employee may apply for a refinance of existing loan after 6 months. Loan balance may not at any time exceed the maximum loan amount agreed to with vendor. (Answered: Aug 2, 2022 1:52:56 PM EDT)

Question 7

The Evaluation Criteria states: "List the standard interest rate for loans with no credit check. This must be the maximum amount charged for any employee and must be based on a simple interest loan." Please confirm that points will be awarded based only upon the highest interest rate charged and available to employees no matter what their FICO or other credit scores and credit history are... Thank you. (Submitted: Aug 3, 2022 10:57:36 AM EDT)

Answer

- Evaluation Criteria Section 2, 2.1 indicates the points that will be awarded for the interest rate charged for a fixed, simple interest loan with no credit check as outlined in the Scope of Services. (Answered: Aug 3, 2022 12:05:48 PM EDT)

Question 8

The Scope of Services states that, "An eligible employee is a County employee who is eligible for benefits and has one (1) year or more of continuous employment with the County" and that simple interest loans must be "[p]rovided to eligible employees upon verification of employment including those who may not qualify for credit cards, bank, or credit union loans." Will a proposal for a program that excludes employees, or charges them more, based upon FICO score, other credit score, or credit history will be deemed non-responsive? (Submitted: Aug 3, 2022 11:02:30 AM EDT)

Answer

- The Scope clearly identifies the requirements of the Voluntary Emergency Loan Program. (Answered: Aug 3, 2022 12:05:48 PM EDT)

Question 9

My question is that we offer an Earned Wage Access at no cost to the employer (Broward County) and therefore we do not require a State of Florida license, as we are not a lender, charging over 18%. We give the employee access to their earned wages before payroll as an advance between us and the employee for a fee of \$2.95. (see attached) Currently our service has been a success for the Town of Startford, City of New Britain, CT, just to name a few.

So my question is, we believe the State of Florida license would not apply to our service, which is much more economical for the employee and we have studies that show increases employee retention, which equates to lowering the cost of advertising, recruiting, training to name a few, for new employees. (Submitted: Aug 16, 2022 9:26:25 AM EDT)

Answer

- Per solicitation requirements, this RFP is for an Emergency Loans At Work program, refer to the Scope of Services for detailed information. The type of plan(s) you are referring to is not being considered at this time. (Answered: Aug 18, 2022 10:34:42 AM EDT)

