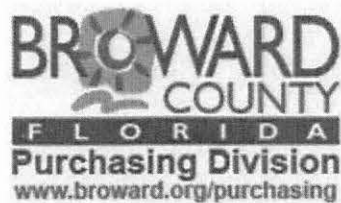


**Bid Tabulation Packet
for
Solicitation GEN2124409P1**

Voluntary Emergency Loan Program

Bid Designation: Public



Broward County Board of County Commissioners

BMG Money, Inc.

Bid Contact **Thomas McCormick**
tom.mccormick@bmgmoney.com
Ph 305-741-0077

Address **1221 Brickell Ave Ste 1170**
Miami, FL 33131

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
GEN2124409P1-01-01	Administer Voluntary Emergency Loan Program	Supplier Product Code:	First Offer -	1 / contract	Y	Y

Supplier Total **\$0.00**

BMG Money, Inc.

Item: **Administer Voluntary Emergency Loan Program**

Attachments

bmg money, inc. - Vendor_Reference_Verification_Form_GEN2124409P1 - 1 of 4 for BMG from Miami-Dade County.pdf

bmg money, inc. - Vendor_Reference_Verification_Form_GEN2124409P1 - 2 of 4 for BMG from Jackson Health.pdf

bmg money, inc. - Vendor_Reference_Verification_Form_GEN2124409P1 - 3 of 4 for BMG from Tampa Port Authority.pdf

bmg money, inc. - Vendor_Reference_Verification_Form_GEN2124409P1 - 4 of 4 for BMG from City of Hialeah.pdf

bmg money, inc. - florida ofr license.pdf

bmg money, inc. - financial literacy sample.pdf

bmg money, inc. - application.pdf

bmg money, inc. - loan agreement.pdf

bmg money, inc. - financial statements.pdf

bmg money, inc. - insurance certificate 1 of 2.pdf

bmg money, inc. - insurance certificate 2 of 2.pdf

bmg money, inc. - Vendor_Security_Questionnaire_2022_08_11.xlsm

BMG Money, Inc. - Proposal in Response to Solicitation GEN2124409P1 - 20220819.docx

BMG Money, Inc. - Proposal in Response to Solicitation GEN2124409P1 - 20220819.pdf

BMG Money, Inc. - ADDENDUM_NO._2_-_Project_Specific_Vendor_Questionnaire,_GEN2124409P1.docx

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	BMG Money			
Reference Date:	8-8-2022			
Organization/Firm Providing Reference:	Miami-Dade County Employee Discount Program			
Contact Name:	Sara Vallazza			
Contract Title:	Employee Engagement Coordinator			
Contact Email:	flogom@miamidade.gov			
Contact Phone:	305-375-1389			
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)				
Assist employees with pay day loans.				
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 REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	BMG LOANS			
Reference Date:	08/04/2022			
Organization/Firm Providing Reference:	JACKSON HEALTH SYSTEM			
Contact Name:	RAYMOND MONTALVO			
Contract Title:	TOTAL REWARDS FINANCIAL ADMINISTRATOR			
Contact Email:	RAYMOND.MONTALVO@JHSMIAMI.ORG			
Contact Phone:	786 466-8058			
Name of Referenced Project:				
Contract Number:				
Date Range of Services Provide:	Start Date: 06/01/2013	End Date: current		
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)				
PROVIDE AFFORDABLE LOANS TO JHS EMPLOYEES AND REPAY DEBT IN AFFORDABLE INSTALLMENTS				
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):	☐	☐	☒	☐
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THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: ☐ Email ☐ Verbal	Verified by:		Division:	
			Date:	

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	BMG Money LoansAtWork			
Reference Date:	8/8/2022			
Organization/Firm Providing Reference:	PORT TAMPA BAY			
Contact Name:	LISA BARBER			
Contract Title:	HUMAN RESOURCE MANAGER			
Contact Email:	LBARBER@TAMPAPORT.COM			
Contact Phone:	813-905-5022			
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)				
Loans				
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):	☐	☐	☒	☐
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THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: ☐ Email ☐ Verbal	Verified by:	Division:		
		Date:		



VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	BMG Money			
Reference Date:	08/08/2022			
Organization/Firm Providing Reference:	City of Hialeah			
Contact Name:	Elsa I. Jaramillo Velez			
Contract Title:	Director of Human Resources			
Contact Email:	ejv13196@hialeahfl.gov			
Contact Phone:	305-883-8050			
Name of Referenced Project:	N/A			
Contract Number:	N/A			
Date Range of Services Provide:	Start Date: N/A		End Date: N/A	
Project Amount:	N/A			
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)				
N/A				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Free Credit Education, Emergency Loans, Employee Financial Needs.				
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):	☐	☐	☒	☐
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THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: ☐ Email ☐ Verbal	Verified by:	Division:		
		Date:		

REALSYSTEM

Regulatory Enforcement and Licensing



Florida Office of Financial Regulation

Logon

License Details

Press "Previous Record" to display the previous license.

Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: CF9900716

Current Date: 08/11/2022 10:07 PM

Name:	BMG MONEY, INC.
Doing Business As:	NOT APPLICABLE.
License Type:	Consumer Finance Company
License Status:	Current Active License
License Status Effective Date:	12/01/2020
Expiration Date:	12/31/2022
Original Date of Licensure:	02/16/2010

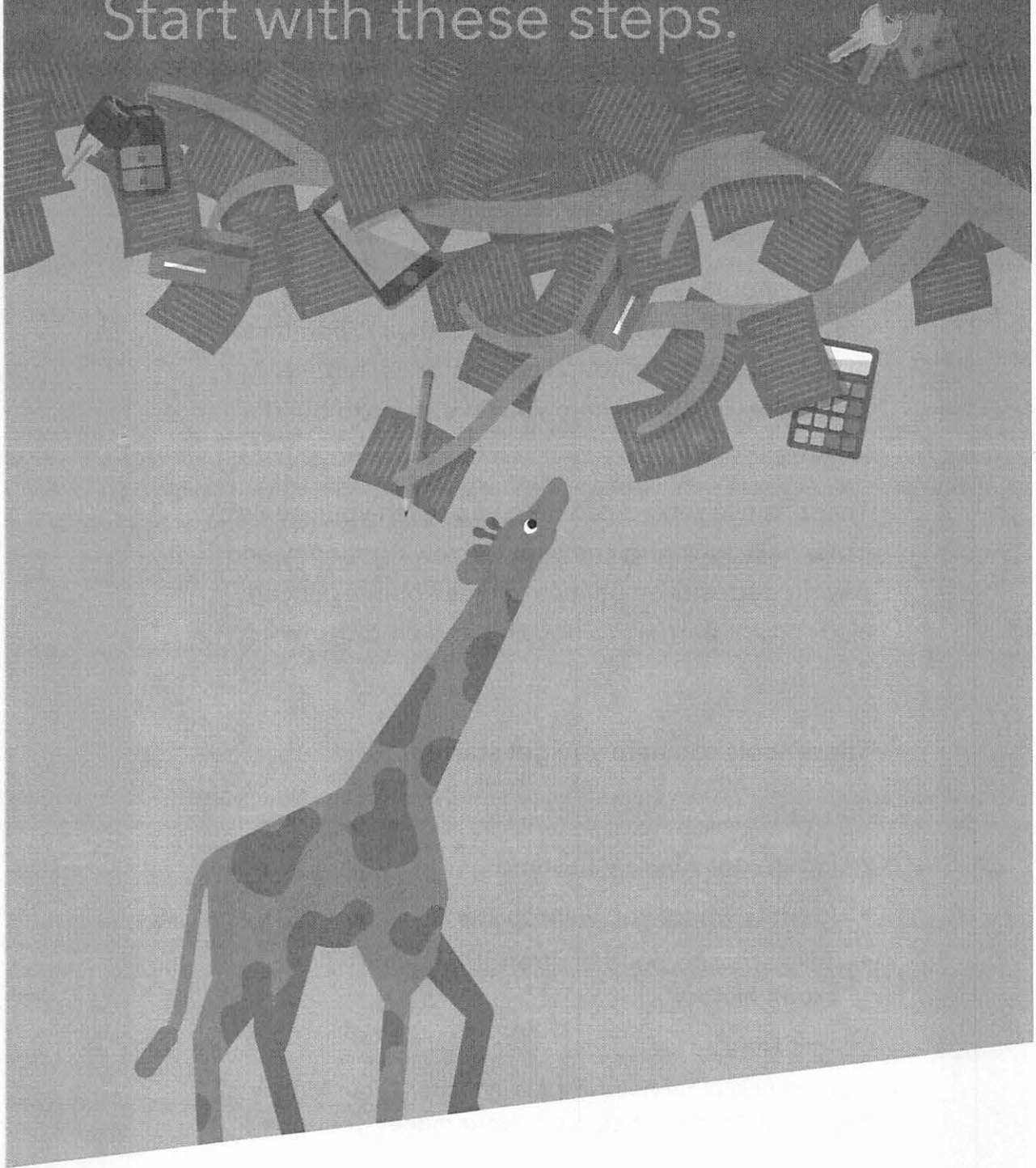
Addresses

Business Main Address	Address	444 BRICKELL AVENUE SUITE 250 MIAMI, FL DADE 33131 US View on a map
	Phone Number:	(305) 851-6137
Mailing Address	Address	444 BRICKELL AVENUE SUITE 250 MIAMI, FL DADE 33131 US View on a map

[Previous Record](#) [Search Results](#) [New Search Criteria](#) [New Search](#) [Print](#)

Your Money, Your Goals

Want credit to work for you?
Start with these steps.



cfpb Consumer Financial
Protection Bureau

Want credit to work for you?

Credit is the ability to borrow money and repay it later.

When people talk about having "good" or "bad" credit they're usually talking about their credit history or scores. Knowing how credit histories, reports, and scores work can help you take steps to build a positive record.

That positive record can help you reach your goals by potentially lowering costs for borrowing money and paying deposits on utilities and cell phones. It can also reduce barriers to housing and employment.

These tools can help you get started.

You can:

- Figure out where you stand
- Identify where you want to start
- Take steps to build or strengthen your credit history

You can find other helpful tools in the full "Your Money, Your Goals" toolkit at cfpb.gov/your-money-your-goals.



How do I get
a free copy
of my credit
report?

CREDIT
REPORT



How do I
make sure my
credit report is
accurate?

CHECKING FOR
ERRORS



How do I get
errors in my
credit report
fixed?

DISPUTING
ERRORS



What steps
can I take to
build good
credit?

ACTION
PLAN



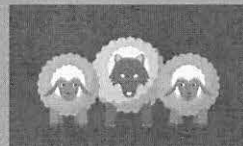
How can I
improve my
credit scores?

CREDIT
SCORES



Should I use
credit to buy
this?

CHOOSING
CREDIT



What do I do
if I've been
a victim of
identity theft?

IDENTITY THEFT
& FRAUD

8

Tools about
credit histories,
reports, and
scores.



Who else can
I turn to for
help?

RESOURCE
CARDS

The Consumer Financial Protection Bureau (CFPB) has prepared this material as a resource for the public. This material is provided for educational and information purposes only. It is not a replacement for the guidance or advice of an accountant, certified financial advisor, or otherwise qualified professional. The CFPB is not responsible for the advice or actions of the individuals or entities from which you received the CFPB educational materials. The CFPB's educational efforts are limited to the materials that the CFPB has prepared.

This tool may ask you to provide sensitive information. The CFPB does not collect this information and is not responsible for how your information may be used if you provide it to others. The CFPB recommends that you do not include names, account numbers, or other sensitive information and that users follow their organization's policies regarding personal information.

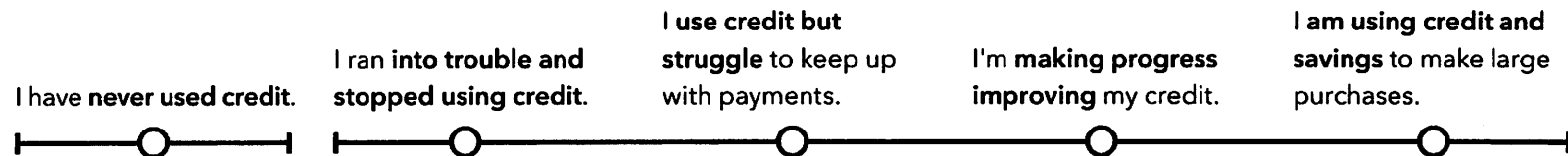
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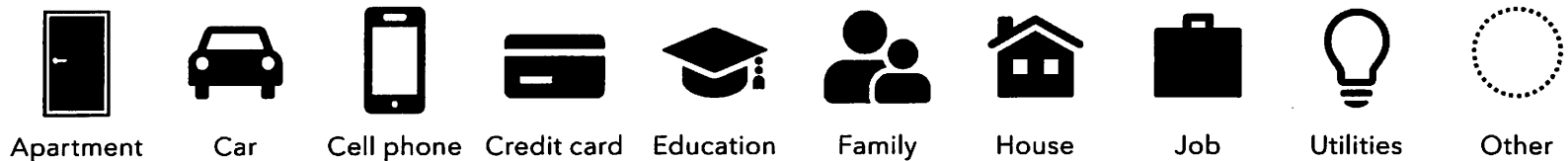
My credit snapshot can help you see how credit can work for you.

TIP: Strong credit can be helpful
when it comes to getting the things
that are most important to you.

1 How are you currently using credit?



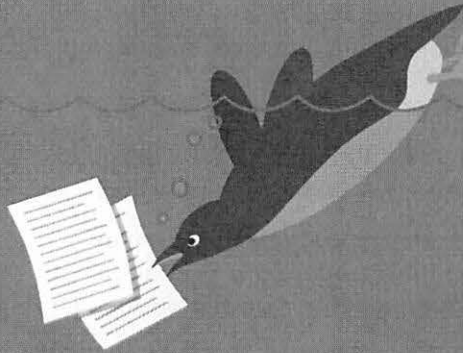
2 Is credit holding you back in any of these areas?



3 How could improving your credit help you achieve a goal?

CREDIT REPORT

How do I get a free copy of my credit report?



This tool will help you:

- **Get free copies** of your credit reports
- **Decide when** to request your free credit reports
- **Figure out** what to do once you receive your reports

Know the facts:

Your **credit report** is a record of some of your bill-paying history, public record information, and inquiries by lenders into your **credit history**. It does not tell you your credit scores.

Credit reports may be used by credit providers, banks, and landlords. It's important that you **get your free credit reports every 12 months** and check them for errors.

Start with one question:

When was the last time you checked your credit report?

YOUR MONEY, YOUR GOALS

Be prepared

What will I be asked for when I request my report?

You will be asked to provide some information to verify your identity. This includes your Social Security number and previous addresses (if you've moved in the last two years).

Also, be ready to answer a series of security questions that are meant to be hard for anyone but you to answer, such as:

- What's the amount of your monthly mortgage or car payment?
- What were your previous home addresses?

TIP: Each credit reporting company uses different security questions. If you find you can't answer one company's questions, try requesting your report from another company. You could also request your report via mail.

There is more than one kind of report. Your credit report is just one of many different types of "consumer reports." Other types of consumer reports include banking history reports, background checks, and utility payment reports.

To learn more about specialty consumer reports and how to get a copy of them, visit cfpb.gov/askcfpb/1813

You can get **additional free reports** under certain circumstances. Visit cfpb.gov/askcfpb/5/ for more information.

Through December 31, 2026, all U.S. consumers can also get six free credit reports every 12 months from Equifax at AnnualCreditReport.com or by calling Equifax directly at 866-349-5191. That's in addition to the one free annual Equifax report (plus your Experian and TransUnion reports) from AnnualCreditReport.com

Follow the three steps below to make sure that the information included in your report is accurate.



Step 1: Request a free copy of your credit report



Step 2: Read and review your credit report (try the Checking for Errors tool)



Step 3: Dispute any errors that you find in your credit report (try the Disputing Errors tool)

Make a plan to get your credit reports for free each year.

TIP: Watch out for websites that offer free credit reports or scores. They may require you to share your personal information or try to sell you products that may not be right for you.



Request a free copy of your credit report.

Requesting your free annual credit reports will not cause your credit score to drop. AnnualCreditReport.com is the **only** federally authorized central source for free credit reports.



Set a date and mark your calendar.

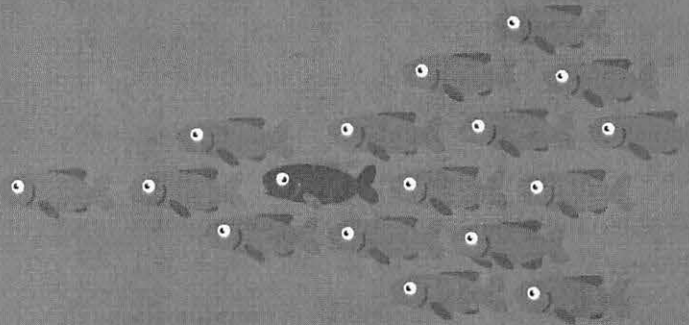
You have a right to get a free report from each of the three nationwide credit reporting companies once every 12 months.

☐ Online	Visit AnnualCreditReport.com and follow directions to request your free credit report. See 'Be prepared' to learn about the security questions you may be asked.
☐ By mail	Download and complete form at AnnualCreditReport.com/manualRequestForm.action Mail to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281 If additional information is needed to process your request, the credit reporting company will contact you by mail.
☐ By phone	Call 877-322-8228 to have a request form mailed to you.

☐ I'll request my reports on three dates		☐ I'll request all three reports on this date	
Staggering them can help you see if anything is changing throughout the year or if any fraud has occurred.		This is a good idea if you're buying something big soon, using credit, so you can correct any errors right away.	
DATE	COMPANY	DATE	COMPANY
	Equifax		Equifax, Experian, & TransUnion
	Experian		
	TransUnion		

CHECKING FOR ERRORS

How do I make sure my credit report is accurate?



This tool will help you:

- **Review** the information on your credit report
- **Spot** errors you may want to dispute and identify other questions you may have

What you'll need:

- ❑ A **copy of your credit report** (you can use the Credit Report tool to get a free copy)
- ❑ A **pen or highlighter** to mark your report

TIP: Use the Disputing Errors tool if you find incorrect info and the Identity Theft & Fraud tool if you suspect that you've been a victim of identity theft.

Start with one question:

Have you taken a closer look at what's in your credit report?

YOUR MONEY, YOUR GOALS

Additional resources

How do banks, lenders, and credit providers use this information?

Companies that look at credit reports believe that how you've handled credit in the past is a good predictor of how you'll handle it in the future. This is why it's important to check your reports for errors and get errors you find corrected.

How long does negative information stay on your report?

In general, negative information (like late or missed payments) can remain on your report for up to seven years. However, there are some exceptions including:

- Bankruptcy (10 years)
- Civil suits and judgments, and arrest records (up to 7 years or until the statute of limitations expires)
- Criminal convictions (never removed)

To learn more about negative information on your report, visit cfpb.gov/askcfpb/314/

What do landlords and employers see when they do credit checks and background checks?

Some specialty consumer reporting agencies compile information just for landlords to help them decide who they rent to. These agencies collect information such as your name, previous addresses, amount of time at each residence, and payment history records from your past landlords.

Employment reports often include credit checks, criminal history information, civil and criminal records—such as bankruptcy filings and other court documents—and information related to your employment history.

To learn more about specialty reports, visit cfpb.gov/askcfpb/1813/

To learn more about employment records, visit cfpb.gov/askcfpb/1823/

Use this **checklist** to review the information on your credit report.

- 1 Use the checklist to review the five sections of your credit report.
- 2 Highlight or circle things in your credit report that may be errors, that you don't recognize, or that you have questions about.

Is this information in your report correct?



Header and identifying information

- ☐ My name (including spelling), Social Security number, current telephone number, and current address
- ☐ My previous addresses
- ☐ My employment history



Public record information

- ☐ My money-related public record information (like bankruptcies, judgments, or tax liens)



Collection agency account information

- ☐ My accounts I've had in collections, if any
- ☐ The status of each of my accounts



Credit account information

- ☐ All of the accounts in this section (they may be called trade accounts) belong to me
- ☐ The status of each account is listed correctly
- ☐ I'm listed accurately on accounts where I'm an authorized user, co-signer, or joint owner
- ☐ Accounts I've closed are listed as "closed by the consumer"



Inquiries made to your account

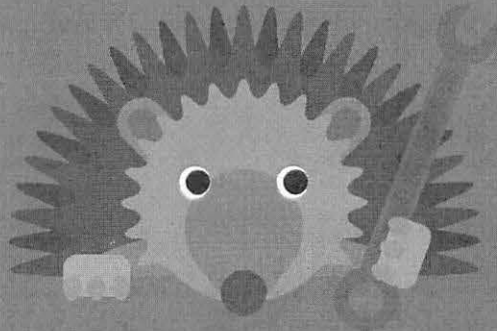
- ☐ Are all "inquiries" or times when I've applied for credit and a lender reviewed my credit report correct? To learn more about inquiries, visit: cfpb.gov/askcfpb/1317

List questions or errors

TIP: Beware of companies promising to remove negative information from your credit report. If the information is accurate and current, no one can do this.

DISPUTING ERRORS

How do I get errors in my credit report fixed?



This tool will help you:

- **Figure out** who you should contact to correct errors on your credit report
- **Gather information** to dispute the error
- **Get errors corrected** so they don't hurt you in the future

Know your rights:

Errors on your credit reports, or fraud caused by identity theft, can make borrowing **more expensive** or **prevent you from getting credit** in the future.

You don't have to pay a company to dispute errors for you. You have a **legal right** to dispute errors yourself for free.

Start with one question:

Did you find any errors in your credit report?

YOUR MONEY, YOUR GOALS

A step further

When will I hear back about my dispute?

The company generally has 30 calendar days to investigate your dispute. After the investigation is complete, the credit reporting company should send you the results within five business days.

What will happen next?

If the dispute results in a business changing the information it furnished or reported to a credit reporting company about you, they must notify the various credit reporting companies.

If you filed your dispute with a credit reporting company and they find the information to be inaccurate or incomplete, or that it can't be verified, the credit reporting company must delete the item or correct the information in your file. They must also notify the company that provided the information about the error.

If the error is fixed, you'll receive a copy of your updated report. This will not count as your free annual credit report.

Additional resources

What if I don't have proof?

You can still submit a dispute, but having proof will help you make a better case. If you don't have receipts, contact your bank or prepaid card company for information about payments you've made.

Having a problem with credit reporting?

You can submit a complaint to the Bureau at cfpb.gov/complaint

You can also send the credit reporting company a letter stating you don't agree with the outcome. The credit reporting company has to clearly note that the information has been disputed and provide your explanation on any future reports.

Use this worksheet to help **dispute errors** you find in your credit report.

Credit report date: _____

Report reference number: _____

- 1 Complete one worksheet for each error you find in your credit report.
- 2 Download the dispute letter template from cfpb.gov/askcfpb/1303 and complete it using the information you write below.
- 3 Mail your dispute letters to the credit reporting company and the company that provided the information you think is wrong.

TIP: You can also submit your dispute online through the credit reporting company's website.



Explain the error.

What information is inaccurate? What's inaccurate about it?

TIP: Be as specific as you can. If possible, include dates or names that could help show that the information is inaccurate.



Request a change.

What are you asking the company to change or remove from your report?



Gather the proof.

What documents (like copies of receipts or letters) can you attach to show that the information is incorrect?

- _____
- _____
- _____
- _____
- _____

TIP: To make it easier to find the items you're disputing, include a copy of the part of your report that has the error marked or circled.

ACTION PLAN

What steps can I take to build good credit?



This tool will help you:

- **Take steps** to build a credit history
- **Learn** about products that allow you to enter the credit system and how they work
- **Track** your progress

Keep in mind:

Building and maintaining a strong credit history is important. You can set yourself up for success by choosing the right products and practicing good credit management.

Don't be afraid to ask for help when you need it. Refer to the Resource Cards tool to find additional support.

Start with one question:
How can having a positive credit history help you achieve your goals?

YOUR MONEY, YOUR GOALS

Products and services that can help build your credit history

Building a credit history takes time. Here are some products or strategies you may want to consider.

Use a secured credit card

- Pay a deposit and borrow money against it
- Charged interest each month on unpaid balances
- Where to get it: Banks, credit unions, credit card companies

Take out a credit builder loan

- Lender provides the deposit and locks it in a savings account for you
- Pay it back over 6 to 24 months
- Typically receive money from the "loan" when you're done making payments
- Where to get it: Banks, credit unions, non-profits

Use an unsecured credit card

- Borrow money up to an approved credit limit amount
- Must pay at least the monthly minimum until the balance is repaid
- Charged interest each month on unpaid balances
- Where to get it: Large retail stores, credit card companies

Become an authorized user on a credit card or have someone co-sign your loan

- Authorized users can make purchases and payments on a credit card already held by someone else
- Lenders may be willing to extend credit to someone without a credit history if there is a co-signer with a good credit history
- Payment activity typically appears on authorized users' and co-signers' credit reports

Report less-traditional payment data

- Some companies provide a way for consumers to have their payments (such as rent or cell phone) reported to credit reporting companies

Keep in mind

Not all products and services will be right for your situation, so research them before choosing one. Whichever option you choose, check that your payments will appear on your credit report. Fees and conditions may apply, and you will be legally responsible for making payments as stated in the card or loan agreement.

Create an **action plan** to build good credit.

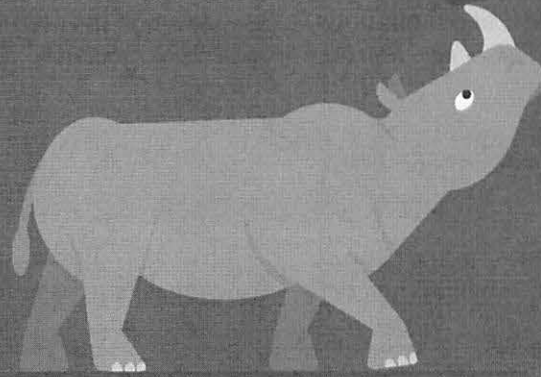
- 1 Consider what you want to achieve and how credit could help.
- 2 Make a plan, choose a product, and consider what resources can help you.
- 3 Choose good habits you want to establish.

What I want to achieve:

Steps to build good credit	Resources (Organizations, people, or tools that can help)	Date to complete
 Get and review my credit report ☐ Make sure information in the report is accurate ☐ Dispute any errors on my credit report		
 Research credit building options and choose one (starting with information on the back). _____		
 Establish good habits for managing and paying bills, credit cards, and loans ☐ Check my credit limit so I can keep my balance well below that limit ☐ Set up alerts for my payment dates ☐ Put my monthly payment due dates in my calendar ☐ _____		
 _____ _____		

CREDIT SCORES

How can I improve my credit scores?



This tool will help you:

- **Understand the factors** that influence your credit scores
- **Identify things you can do** to improve the credit history that's behind your credit scores
- **Learn** how to access your credit scores
- **Find products** that will help you build your credit history responsibly

Know the facts:

A **credit score** is a number that predicts how likely you are to pay back a loan on time. Companies use various mathematical formulas to create scores from the information in your credit report.

Higher scores reflect a better loan paying history and generally make you eligible for lower interest rates.

Start with one question:
What is your credit score goal?

YOUR MONEY, YOUR GOALS

Keep in mind

Knowing what's in your credit report and disputing errors is more important to building your credit history than getting a credit score. A credit score may be a good snapshot of your credit standing, but it can't tell you all you need to know before you apply for a loan.

Pay attention to negative information, like judgments, evictions, bankruptcies, liens, or accounts in collections. Submit a dispute to credit reporting companies if anything is incorrect or listed multiple times on your credit report.

Not sure where to find your credit scores?

- **Check your credit card or other loan statement.** Many major credit card companies and some other companies provide free credit scores to their customers.
- **Talk to a nonprofit financial counselor, housing counselor, or coach.** To find one, visit cfpb.gov/askcfpb/316.

Can't find your scores this way?

- **Use an online credit score service.** Be sure you know what you're signing up for, how much it really costs, and if they'll use your information to sell products to you.

- **Buy a score.** Keep in mind that this might be what's called an "educational" score and it may be different from the score a lender uses to make credit decisions.

There is no "one" credit score.

There are many scores and scoring formulas available to you and lenders. To learn more about different credit scores and where they come from, visit files.consumerfinance.gov/f/documents/201702_cfpb_credit-score-explainer.pdf

TIP: A limited credit history can make it very difficult for a lender to calculate a score for you, and make it difficult for you to get a loan or other type of credit. There are a number of products considered helpful in building a credit history. See the Action Plan tool to learn more.

Building and improving your credit history and scores can be complicated. Ask for help when you need it.

I'll reach out to the following financial coach or counselor:

Complete this worksheet to see what's behind your **credit scores**.

- 1 Consider what goes into your credit score and answer each question.
- 2 Choose strategies for improving your scores that you can try now.

What goes into my credit score

I'll make it a habit to:

Notes



**Payment
track record**
(Most influence on score)

Do you make loan payments
and pay bills on time?

○ — ○ — ○
Rarely Sometimes Often

- ☐ Pay on time, even if it means I can only make the minimum payment
- ☐ Set up text alerts for my payment dates
- ☐ Request a new due date so it matches when I receive my income or benefits



Balances

Do you have a low balance
on your credit cards?

○ — ○ — ○
Rarely Sometimes Often

- ☐ Try to pay off my credit card balances each month, if I have them
- ☐ Make more than the minimum payment on loans and credit cards when I can



**Use of available
credit**

Do you get close to your
credit limit or "max out"?

○ — ○ — ○
Often Sometimes Rarely

- ☐ Review my credit limit and keep my use well below it. Many experts advise using less than 30% of your limit
- ☐ Pay cash for purchases under \$20



**Types of credit and
length of history**

Do you have experience using
more than one type of credit,
like a mortgage, student or
auto loan, and credit card?

○ — ○ — ○
A little Some A lot

- ☐ The longer I have my accounts and pay them on time, the more it helps my credit score
- ☐ Talk to a financial coach or counselor about whether opening a new account may be right for me

CHOOSING CREDIT

Should I use credit to
buy this?

This tool will help you:

- **Think about** upcoming purchases that may involve using credit to borrow money
- **Weigh the costs and risks** of using credit and make an informed decision about your purchase
- **Be on the lookout** for common red flags or suspicious offers

What you'll need:

- Any documents or information you have on the **loan or credit card** you plan to use, like the amount you owe, your monthly payment amount, interest rates, and fees

Start with one question:
What are you thinking about buying?

YOUR MONEY, YOUR GOALS

A step further

Use this monthly snapshot to balance your income, expenses, debt payments, and savings. This can help you better understand how much money you can use each month to pay for this purchase. You may want to leave room for unexpected expenses.

If you'd like to track your income and expenses, check out the Bureau's Behind on Bills booklet.

**How much money do you receive each month?**

Some sources might be: primary and second jobs, government programs, disability benefits, other financial support

\$

**Subtract your monthly expenses**

Examples of monthly expenses might be: rent and utilities, transportation, education and childcare, cell phone, debt payments, groceries

-\$

**What's left can be put towards this purchase and unexpected expenses**

\$

Look for red flags

When you shop for financial products and services, you can only make a decision if you have the information you need. Take a closer look at the offer if:

- You're being urged to make a big purchase immediately or talked into taking out loans you don't want or can't afford
- No one gives you clear information in writing—even when you ask for it
- You're asked to sign a contract with spaces to be filled in later

TIP: If you are concerned about possible red flags or just want more time to make a decision, feel free to tell salespeople: "I don't make financial decisions without first checking with my _____. I'll contact you if I'm still interested."

Weigh the **benefits, costs, and risks** before using credit.

 Think about your purchase and its benefits. What are you thinking about buying? _____ What will this help you do or accomplish? _____ _____ How much does it cost? \$ _____ How much can I pay for with savings? \$ _____	 Review the costs of using credit. What fees or interest rate are you paying? \$ _____ or _____ % How long will you need to make payments? _____ What is your estimated monthly payment? \$ _____ TIP: If you don't know what your payment will be, you can use an online loan or credit card calculator to help you estimate it.	 Weigh the risks of using credit. Can you comfortably make this payment on time each month? ☐ Yes ☐ No ☐ I'm not sure What are the consequences of not making your payments? ☐ I could lose my _____ ☐ My interest rate could be increased to _____ % ☐ I could be charged additional interest and fees ☐ My monthly minimum payment may increase ☐ Other: _____
---	---	--

 Make a decision	☐ I'll hold off until _____ ☐ I'm going to use \$ _____ from savings and/or \$ _____ of credit
---	--

IDENTITY THEFT & FRAUD

What do I do if I've been a victim of identity theft?



This tool will help you:

- **Figure out** what you need to do to recover from identity theft or fraud
- **Find resources** that can help you fix the situation and protect your identity
- **Report** the identity theft to the FTC

Know the facts:

Identity theft occurs when someone steals and uses your personal information without your permission, such as your name, Social Security number, or credit card number.

To learn more about identity theft and what to do next, visit [identitytheft.gov](https://www.identitytheft.gov)

Start with one question:

Do you think someone has your information or has tried to use it?

YOUR MONEY, YOUR GOALS

A step further

Contact the police to report identity theft if:

- You know the identity thief, or have other information that could help a police investigation
- An identity thief used your name in a traffic stop or any encounter with police, or
- A lender, debt collector, or someone else affected by the identity theft insists that you produce a police report

If you choose to file a police report, take:

- A copy of your FTC Identity Theft Report
- A government-issued photo ID
- Proof of your address
- Any other proof you have of the theft (like bills or IRS notices)
- FTC's memo to law enforcement available at [identitytheft.gov](https://www.identitytheft.gov)

Ask for a copy of the police report to provide to lenders or debt collectors who may request it.

Freeze them out. In addition to placing a fraud alert you can also place a free "security freeze" on your credit report. This generally prevents others from opening new accounts in your name, until you lift the freeze. A freeze helps prevent identity thieves from opening fraudulent accounts in your name. This also means you won't be able to apply for credit as easily if you were planning to open a new account or apply for a loan.

You must contact each of the nationwide credit reporting companies (Equifax, Experian, and TransUnion) to freeze your account. You will have to contact them to lift the freeze before you can apply for credit again. There is no charge to lift a freeze.

Protect your identity. Keep an eye out for identity theft by reading your statements from credit card companies, banks, and credit unions. Also, check your credit reports regularly for suspicious activity.

To learn more about checking your credit reports, try the Credit Report tool.

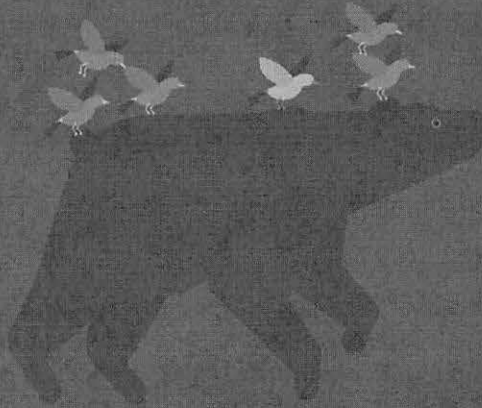
Take action if you've been a victim of identity theft or fraud.

TIP: With a fraud alert, companies must take reasonable steps to verify your identity before approving new or additional credit. An initial fraud alert protects you for at least one year, an extended alert for seven.

 First, call the companies where fraud occurred.	 Report the theft to the Federal Trade Commission.	 Then, place a fraud alert on your credit report.
What you'll need: ☐ Account or credit card numbers, if you know them ☐ Log-in information for your accounts if you want to contact them through their websites. Remember, the companies will never ask you for this information over the phone.	What you'll need: ☐ Type of information stolen and how that information was used ☐ Your personal information (including name, birthdate, and address) ☐ Any information available on the person who stole your identity ☐ Additional information on actions you've already taken	What you'll need: ☐ Your username and password or credit file information for Equifax, Experian, or TransUnion ☐ Proof of your identity (like your Social Security number)
What to do: ☐ Explain that your identity was stolen ☐ Ask them to close the accounts or remove fraudulent charges ☐ Change usernames, passwords, and PIN numbers for your accounts TIP: Consider changing your passwords for other accounts that may have also been affected, like your email account or online bank accounts.	What to do: ☐ Visit identitytheft.gov to complete an "Identity Theft Report," which is your official statement about the crime. ☐ Order your credit reports from all three nationwide credit reporting companies using the free website annualcreditreport.com. If you have already requested your three free reports in the last year, you are also entitled to request additional reports if you have placed a fraud alert.	What to do: You need to contact only one of the big three consumer reporting companies online or by phone to place an alert. ▪ Equifax: Call 1-800-685-1111 or visit alerts.equifax.com ▪ Experian: Call 1-888-397-3742 or visit experian.com ▪ TransUnion: Call 1-800-680-7289 or visit fraud.transunion.com

RESOURCE CARDS

Who else can I turn to for help?



This tool will help you:

- **Find resources** that can help you based on your unique situation and needs

What to do:

1. **Identify** which resources are relevant to you
2. **Add** any relevant local resources
3. **Keep** this list in a handy place

Start with one question:
Is there anything else you're concerned about?

YOUR MONEY, YOUR GOALS

A step further

Protect yourself from companies promising a quick solution to settle your debt. If you are considering using a debt settlement company, **avoid** doing business with companies that:

- Charge any fees before they settle your debt
- Tout a "new government program" to bail out personal credit card debt
- Guarantee to you that they can make the debt go away
- Tell you to stop communicating with creditors
- Tell you it can stop all debt collection calls and lawsuits
- Guarantee that the unsecured debts can be paid off for pennies on the dollar



I'm a servicemember

- _____
- To learn more about fraud protection for servicemembers, visit: files.consumerfinance.gov/f/201508_cfpb_fraud-protection-tools-to-help-safeguard-servicemembers.pdf



I'm a minor or have been in foster care

- To help protect minors from credit issues, visit: cfpb.gov/askcfpb/1271
- To help protect foster care youth from credit issues, visit: files.consumerfinance.gov/f/201405_cfpb_tipsheet_youth-foster-care-good-credit.pdf



I'm a student or have student loans

- _____
- _____
- To learn more about your options for repaying student loans, visit: cfpb.gov/paying-for-college/repay-student-debt



I'm an older person or a caregiver

- _____
- To find local services for older people, visit eldercare.acl.gov
- To find resources about financial exploitation and scams see cfpb.gov/olderamericans



I am incarcerated or re-entering my community

- _____
- Learn more about protecting credit while in the criminal justice system in the "Focus on Reentry" companion guide: cfpb.gov/your-money-your-goals/companion-guides/



I'm a person with a disability

- _____
- _____
- To find credit resources, see our companion guide for people with disabilities: cfpb.gov/your-money-your-goals/companion-guides/



I have additional credit questions

- _____
- To find a nonprofit credit counselor, visit: justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111
- To find financial tools in other languages, visit: cfpb.gov/language



Need help with...?

- _____
- _____
- Have money questions? Visit: cfpb.gov/askcfpb

For more information, service providers can refer to the full "Your Money, Your Goals" toolkit online at cfpb.gov/your-money-your-goals

For answers to commonly asked questions you might have about other money matters, visit cfpb.gov/askcfpb

If you're having a problem with a bank account, credit card, student loan, consumer loan, credit reporting, or other financial products or services you can submit a complaint with the Bureau at cfpb.gov/complaint

Mail

Consumer Financial Protection Bureau
P.O. Box 2900, Clinton, IA 52733

Toll-free phone

855-411-2372
Monday-Friday
8:00 a.m.-8:00 p.m. (EST)

TTY/TDD phone

855-729-2372



Welcome! You're only a few minutes away from checking your loan options.

Sign Up Now!

 Sign up with Facebook

 Sign up with Google

Or

 Personal Email Address

 Select State of Residence 

 Create Password 

 Referral Code (Optional)

Start My Application

By starting my application, I agree to BMG Money's Privacy Policy and Terms of Use.

Existing customer? Log in

#bmgmoney

Menu ▾

a few minutes left

Email Verification

We have sent an email verification code (4 digits) to johnsmith@123.mail [Edit email](#)

XXXX

Code is Required

Verify Code

Haven't received an email? [Send new email verification code](#)

#bmgmoney

Menu ▾

a few minutes left

 SELECT YOUR EMPLOYER

If you are **retired** please type "Retired" in the search box below, and select the option that best fits your current status.

Employer

Broward County Public Schools

Next

 LET'S FIND YOUR EMPLOYER!

Please type the full name of your employer and select the correct option to start your application.

If you need further assistance, call (800) 316-8507 to speak with Customer Service.

#bmgmoneyMenu

#bmgmoney

Express Application

Connect your bank account where you receive your paycheck for a faster loan decision.
We need to verify your income and other information to provide you a loan offer that fits your budget.
Once approved your loan funds will be deposited into this bank account.

[Link Your Bank Account](#)

[Continue with regular application](#)

Mock Data

TELL US ABOUT YOURSELF

First Name

Enter your first name

Last Name

Enter your last name

Date of Birth

MM/DD/YYYY

Home Address

Enter your Street Address

Apartment / Unit Number

Unit Number

Zipcode

Zipcode

City

Enter City of residence

State

Florida

Social Security Number

Enter your SSN

We use high levels of security & encryption standards to keep your information safe

Are you an active duty military member or a dependent thereof?

No

Yes

JOB INFORMATION

Employee ID Number

Enter your Employee ID Number

What is your gross salary per pay period?

Enter your salary per pay period

How long have you been working for your current employer?

Less than 9 months

9 months - 1 year

1 - 3 years

More than 3 years

By clicking "Next", I authorize BMG Money, Inc. and its related companies to obtain my personal consumer report at any time and from time to time for purposes of deciding whether to extend credit or refinance my loan, or in connection with your review or collection of my loan.

Next

Broward County Board of
County Commissioners

GEN2124409P1

1 VERIFY YOUR IDENTITY

Please answer the following questions to verify your identity.

Which of the following addresses have you lived at?

25 MAPLE AVE

8417 PERALTA RD

3243 E CLIFTON AVE

916 HOT SPRINGS AVE

4500 MIAMI LOMA DR

Which of the following streets have you lived in?

LAKE GARDENS DR

W BAYVIEW ST

S CHENEY ST

E MADISON AVE

ARROWHEAD TRL

Which of these cities are you associated with?

WILKIN

LA GRANADA

TRENT PARK

FRESHNO

WHISKEY FLATS

Which of these phone numbers have you ever used previously?

2102741466

5094366012

2156021030

2513706816

3142105626

Back

Next

BidSync

8/22/2022

p. 35

Mock Phone Number

 VERIFY YOUR PHONE NUMBER

Please provide your mobile phone number and we will send you a text message with a verification code to ensure that this number belongs to you.

Mobile Phone Number

Mobile Phone Number

Mobile Phone Number is required

Alternate Phone Number (Optional)

Alternate Phone Number

Back

Send verification code

 VERIFY YOUR PHONE NUMBER

We have sent a text message with a verification code to **(698) 413-2151**

Verification code

1234

Haven't received a text message?

Send a new text message with a verification code to (698) 413-2151

Change the mobile phone number

Stay up to date with special offers and promotions

☒ I agree to receive marketing SMS text messages including financial offers, special promotions, or other services from BMG Money, sent to my mobile phone number using an automatic dialing system

Agreeing to the SMS program is optional. Msg frequency varies. Msg&Data rates may apply. Reply HELP for help, STOP to cancel. Click to view our Terms of Use and Privacy Policy.

Back

Verify

 LOAN TERMS

Broward County Board of
County Commissioners

GEN2124409P1

Loan Amount

\$3,000

Review the payment amounts below and select your loan term

✓ \$59.57 (78 payments over 47 months)

\$78.22 (52 payments over 32 months)

\$97.34 (39 payments over 24 months)

\$135.54 (26 payments over 15 months)

\$251.87 (13 payments over 9 months)

Amount of Each Payroll Deduction Payment

\$59.57

Number of Payroll Deduction Payments

78

Approximate Term of Loan in Months

47

Amount Paid Directly to Me

\$3,000.00

APR

23.68%

Credit Origination Fee

\$0.00

Total Loan Amount

\$3,000.00

First Loan Payment Date

03/04/2022

☒ Check if your loan payment fits your budget (optional)

I confirm that I have read, understood and agreed to be bound by all terms and conditions of the Consent to Electronic Transaction and Disclosures.

You have the right to rescind the loan by notifying the licensee of your intent to rescind the loan and returning the principal advanced by the end of the business day following the date the loan is consummated.

✓ I agree



BANK INFORMATION

Please provide the bank account information where you would like your loan funds deposited.

How Would You Like Us to Send the Money?

Electronic Deposit to Your Bank Account

✓ Send A Check to Me By US Mail

Back

Next

BidSync

Customer Identity

Take a selfie to validate your identity

Start validation

Save for later

Submit your application

Photo ID Matching

Initialized Successfully.

\$bmgmoney

Get Ready For Your Video Selfie

Frame Your Face in the Oval, Press I'm Ready & Move Closer



I'M READY

\$bmgmoney



SIGN YOUR LOAN

By checking the boxes and clicking "I Agree", I confirm that I have read, understood and agreed to be bound by all terms and conditions of the:

- ☐ Payroll Deduction Authorization Form
- ☐ Payroll Deduction Promissory Note

I Agree



YOUR MONEY IS ON ITS WAY!

Thank you for your business. You will receive your funds in the amount of **\$3,000.00**, as early as **two business days**.

Bank Name: **BMG MONEY** | Account Number ending: **1216**.



HOW DID WE DO?

Your feedback is very important to us.

How likely are you to recommend us to your coworkers?

0	1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	---	----

Done

BMG Money, Inc.

Execution Date: 08/03/2022

Funding Date: 08/04/2022

Maturity Date: 08/09/2024

Employer: Broward County - FL

In this Note, the terms "I", "me" and "my" refer to the undersigned Borrower, and the terms "you", "your" and "yours" refer to BMG Money, Inc., a Delaware corporation, with an address at 444 Brickell Avenue, Suite 250, Miami, FL 33131, and its successors and assigns.

Promise to Pay. In return for a loan received from you, I promise to pay to you \$4,000.00 (the Amount Financed shown below) plus periodic interest on the unpaid principal balance accruing at an annual rate of 23.99% until this Note is repaid in full in accordance with the Payment Schedule shown below. Any amounts due under this Note that remain unpaid on the final payment due date will be due in full on that date. Except as otherwise provided in this Note, I may have authorized and requested periodic allotments, direct deposits, or payroll deductions from my wages, salary, commissions, or other similar compensation to be applied to the payment of amounts payable by me under this Note from time-to-time. I also promise to pay a Credit Investigation Fee of \$0.00, and I promise to pay a Dishonored Payment Fee equal to the greater of \$20.00 or the actual charge made to you by a depository institution, whenever a payment on the loan is dishonored or returned unpaid.

Federal Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf	Total of Payments The amount I will have paid after I have made all payments as scheduled.
23.91%	\$1,073.82	\$4,000.00	\$5,073.82

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Scheduled
51	\$97.57	Bi-Weekly commencing 08/26/2022
1	\$97.75	Bi-Weekly commencing 08/09/2024

Security. This loan is not secured.

Late Payment Fee. If a payment is not less than 10 days late, I promise to pay \$7.50 if two payments are due within the same calendar month, and I promise to pay \$5.00 if three payments are due within the same calendar month.

Prepayment. If I pay off early, I will not have to pay a penalty.

I should see all pages of this Note for any additional information about nonpayment, default, and any required repayment in full before the scheduled date and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

(a) Amount paid directly to me or retained by you for my account	\$4,000.00
(b) Prepaid Finance Charge	\$0.00
(c) Amount Financed (a - b)	\$4,000.00
(d) Finance Charge (Include Prepaid Finance Charge)	\$1,073.82
(e) Total of Payments (c + d)	\$5,073.82

NOTICE TO CONSUMER:

(1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT, INCLUDING THE WRITING ON THE REVERSE SIDE AND/OR FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.

(2) YOU ARE ENTITLED TO AN EXACT COPY OF THIS NOTE, AND ANY AGREEMENT YOU SIGN.

(3) YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO RECEIVE A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

(4) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND ACCEPT ALL TERMS OF THIS NOTE, INCLUDING THOSE ON THE REVERSE SIDE AND/OR FOLLOWING PAGES. I ACKNOWLEDGE RECEIPT OF AN EXACT AND COMPLETED COPY OF THIS NOTE.

Borrower Name: [REDACTED]

Borrower Signature: E-Signed [REDACTED]

Address: [REDACTED]

[THIS NOTE CONTINUES ON THE FOLLOWING PAGES.]

FEDERAL TRUTH-IN-LENDING DISCLOSURES. The Federal Truth-in-Lending Disclosures set forth in this Note (the "Disclosures") (other than the Payment Schedule and Amount Financed shown in the Disclosures) are not meant to state my repayment terms, which are set forth in the Promise to Pay section on the face of this Note. The Finance Charge and Total of Payments shown in the Disclosures are based on the assumption that I will pay each scheduled payment in accordance with the Payment Schedule as set forth on the front of this Note. However, because interest on this Note is charged on a daily basis, the actual amounts I pay will depend upon my payment habits and may be greater or less than shown in the Disclosures.

RESPONSIBILITY OF PERSONS SIGNING NOTE. Other than any right, penalty, remedy, forum, or procedure provided for in any law applicable to this Note, I waive any defenses against you otherwise available to me including presentment, demand, protest, and notice. You may choose whether to enforce or keep any right of set-off, guarantee or other credit support, and this will not affect my obligations to you.

SECURITY. This loan is NOT secured.

INTEREST. Interest on this Note is calculated on a simple interest basis each day from the Funding Date until this Note is repaid in full. This means that you compute my interest each day by multiplying the unpaid principal balance by the annual interest rate divided by 365 or 366, as applicable.

AUTHORIZATION OF PAYROLL ALLOTMENTS, DIRECT DEPOSITS, OR EMPLOYER PAYROLL DEDUCTIONS. I may have authorized and requested that my employer, on each date upon which wages, salary, commissions, or other similar compensation ("wages") are payable to me, allot, direct deposit, or cause the payroll deduction of portions of such wages in the amount of my payment obligations as set forth under this Note. I HAVE VOLUNTARILY AND KNOWINGLY MADE ANY SUCH AUTHORIZATION, AND I HAVE THE RIGHT TO REVOKE ANY SUCH AUTHORIZATION. If I revoke any such authorization, I am still responsible to fulfill my payment obligations as set forth under this Note. I do not by this Note sell, assign, or make an order for the payment of my wages to you as security for my loan or otherwise.

PAYROLL ALLOTMENT/DIRECT DEPOSIT/PAYROLL DEDUCTION TRANSFERS. If I have authorized and requested the periodic (generally, once per pay period) transfer of portions of my wages by my employer to you, I further authorize such portions of my wages, to the extent available, to be applied to the amount of my payment obligations as set forth on the face of this Note. I acknowledge that the payroll allotment, direct deposit, or payroll deduction and transfer of such amounts is a payment method facilitated by you and offered for my ease and convenience.

RIGHT OF RESCISSION / RIGHT TO CANCEL. I have the right to rescind or cancel this loan returning to you 100% of the Amount Financed, through certified funds, no later than midnight in my time zone on the third day of business conducted by you following the loan funding date.

PAYMENTS. Payroll deduction payments are deemed received by you when such payments are pursuant to this Note deducted from my wages, salary, commissions, or other similar compensation by my Employer listed on the face of this Note. All other payments are deemed received by you when such payments are actually received by you. I have the right to make payments at any time by money order or personal, bank, or cashier's check. Such payments may be delivered in-person or mailed to: Attn: Payments, BMG Money, Inc., 444 Brickell Avenue, Suite 250, Miami, FL 33131. Payments may also be made online at www.bmgmoney.com, or by calling customer service at 800-316-8507.

APPLICATION OF PAYMENTS. Except as otherwise prohibited by applicable law, each payment shall be applied first to the accumulated interest and other fees and/or finance charges and then to the unpaid principal balance. Any payment in connection with my payment obligations under this Note received by you after such time as this Note has been repaid in full may first be applied to any amounts owed by me to you in connection with any other outstanding loan(s) or indebtedness, and the remaining amount (if any) shall be refunded to me.

COVERED MILITARY BORROWERS. If I am a "covered borrower" under the Military Lending Act, 10 U.S.C. § 987, and its regulations, the provisions in this Note regarding payment via the payroll allotment/payroll deduction process, if applicable, are voluntary.

DISPUTED PAYMENTS. I agree not to send you partial payments marked "paid in full," "without recourse," or with similar language. If I send such a payment, you may accept it without losing any of your rights under this Note. All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes "payment in full" of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to BMG Money, Inc., 444 Brickell Avenue, Suite 250, Miami, FL 33131.

REQUEST FOR STATEMENT OF PAYMENTS. Upon my written request, you will provide to me a written statement of the dates and amounts of payments and the total amount unpaid under this Note.

PREPAYMENTS. I have the right to prepay all or any portion of the loan (with interest on such payment to the date such payment is made) at any time without penalty. Also, I have the right to pay amounts greater than my regular payment or to make extra payments whenever I wish. Partial prepayments may be applied by you in any manner permitted by applicable law.

DEFAULT. Unless a "Default" is defined otherwise under applicable state law, a "Default" means if without justification under any applicable law, any of the following have occurred: (a) I fail to pay the entire unpaid balance of the outstanding principal and accrued interest within ten (10) days of the Maturity Date set forth on the face of this Note; (b) I take any action or permit any event to occur which materially impairs my ability to make payments on this Note when due or materially impairs your ability to collect any amounts due (such events include, without limitation, my death, my insolvency or the institution of bankruptcy or other insolvency proceedings involving me); or (c) a payment scheduled to be made is not received by you within 30 days after the applicable due date.

In the event that I cease to be employed by my Employer listed on the face of this Note, if my Employer listed on the face of this Note ceases to make payroll allotments/deductions as contemplated by this Note or discloses its intent to cease processing such allotments/deductions, or if I change or revoke the Authorization of Employer Payroll Deductions, it shall NOT be considered a Default if no event of Default as defined above also has occurred.

YOUR RIGHTS AFTER DEFAULT. Upon occurrence of a Default and expiration of the minimum applicable legal period to cure a Default, if any, you will have the rights the law allows to pursue collection of the amounts owed.

COLLECTION COSTS. I agree to pay the reasonable costs you incur to collect this Note, including reasonable attorneys' fees, unless you may not collect these costs from me under applicable laws. Approved by Board of County Commissioners GEN 13-14098-1

APPLICABLE LAW; SEVERABILITY. This Note is governed by applicable federal law, and to the extent not preempted by federal law, the internal laws of the State of Florida, excepting conflicts of law rules that provide for the application of the laws of another jurisdiction. If any provision of this Note is found to be unenforceable, this will not affect the validity or enforceability of any other provision. Any provision of this Note that conflicts with any mandatory provision of applicable law shall be deemed to be amended to conform with such applicable law.

ASSIGNMENT. I may not assign this Note or any of my rights or obligations under this Note. You may assign this Note or all or any portion of your rights under this Note at any time.

WAIVER. You may accept late or partial payments or otherwise delay enforcing your rights without losing them.

COMMUNICATIONS. You may report information about this loan to a credit bureau or any other person you believe to have a legitimate business need for the information and you may also use the information about this loan, as well as information from my credit application and my credit bureau report and any other information you have about me, to market your products and services to me. However, you may not share such information with affiliates or nonaffiliates for use in marketing such affiliates' or nonaffiliates' products and services to me.

CREDIT REPORTING; INACCURATE INFORMATION. You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report. If I believe that you have information about me that is inaccurate or that you have reported or may report to a credit reporting agency information about me that is inaccurate, I may notify you of the specific information that I believe is inaccurate by writing to you at 444 Brickell Avenue, Suite 250, Miami, FL 33131.

MILITARY LENDING ACT DISCLOSURE. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this statement of rights under the Military Lending Act, please call 800-316-8507 and mention Military Lending Act.

NOTICES; CHANGE OF ADDRESS. I agree that I will have received any notice you send me when the notice is delivered personally to me or when you mail the notice electronically or by U.S. mail, postage paid, to the last electronic or postal address that you have for me in your records. I agree to notify you promptly of any change in my electronic mail address, my postal address, employer, place of employment or home telephone number by writing to you at 444 Brickell Avenue, Suite 250, Miami, FL 33131 or by calling you at 800-316-8507.

INTERPRETATION. If applicable law is finally interpreted so that charges collected or to be collected in connection with this Note exceed the permitted limits, then (i) any such charges will be reduced to the permitted amounts and (ii) any amounts already collected that exceed the permitted amounts will be credited to me by, at your option, applying the credit to any amounts due hereunder or making a direct payment to me.

TELEPHONE MONITORING AND RECORDING. From time to time, you may monitor and/or record telephone calls regarding my account with you, and I agree to any such monitoring and/or recording.

COMMUNICATING WITH YOU; CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS. You may contact me for any lawful reason, including for the collection of amounts owed to you and for the offering of products or services, in compliance with your privacy policy in effect from time to time. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, you may (i) contact me at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that I may provide to you from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach me; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to my telephone. I may contact you at any time to ask that you not contact me using any one or more methods or technologies.

CALIFORNIA RESIDENTS. CALIFORNIA FINANCE LENDER LAW DISCLOSURES. I understand that you will report my payment history to the following consumer reporting agencies: TransUnion, Experian and Equifax. I also understand that you will notify me, at least two days prior to each payment due date, of the amount due and the payment due date. I may opt out of this notification at any time, upon electronic or written request to you. I further acknowledge receipt of this Note as a statement in the English language showing in clear and distinct terms your name, address, and license number, the date and amount of my loan and the date of its maturity; how when this loan is repayable; the nature of the security, if any, for my loan; and the agreed annual percentage rate. No person has acted as a broker in connection with the making of this loan. I also acknowledge that you have fully explained to me that my loan is made under the California Finance Lender Law, Division 9, and that the terms of my loan provide for interest and charges pursuant to the California Finance Lender Law, Division 9. I am aware in order to get more information I should contact The Department of Business Oversight State of California.

FLORIDA RESIDENTS. FLORIDA CONSUMER FINANCE ACT DISCLOSURES. I acknowledge receipt of this Note as a statement in the English language showing in clear and distinct terms the amount and date of my loan and the date of its maturity; the nature of the security, if any, for my loan; my name and address and your name and address; and the rate of interest charged. I also acknowledge that you have fully explained to me that my loan is made under the Florida Consumer Finance Act, that the

terms of my loan provide for interest and charges pursuant to the Florida Consumer Finance Act and the nature of the security, if any, for my loan.

MARYLAND RESIDENTS. ELECTION OF CREDIT GRANTOR CLOSED END CREDIT PROVISIONS: BMG Money, Inc. elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with BMG Money, Inc.'s authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority BMG Money, Inc. expressly reserves.

MISSOURI RESIDENTS. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NORTH DAKOTA RESIDENTS. MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT, AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

NEW HAMPSHIRE RESIDENTS. I have the right to cancel this loan transaction at any time before the close of business of the next business day following the date of transaction (Funding Date) by paying to you the amount advanced to me in the form of cash or other funds instrument. I or my attorney may file a complaint with the New Hampshire Bank Commissioner by writing to: New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord, NH 03301.

NEW JERSEY RESIDENTS. The section headings of this Note are a table of contents and not contract terms. Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW MEXICO RESIDENTS. SEE RIGHT OF RESCISSION / RIGHT TO CANCEL ABOVE. CHARGES AND METHOD OF COMPUTATION FOR LOANS OF \$5,000 OR LESS: The simple interest method shall be used for loans made under the New Mexico Small Loan Act of 1955. Interest charges shall not be paid, deducted or received in advance. Interest charges shall not be compounded. However, if part or all of the consideration for a loan contract is the unpaid principal balance of a prior loan, then the principal amount payable under the loan contract may include any unpaid charges that have accrued within sixty days on the prior loan. Such charges shall be computed on the basis of the number of days actually elapsed. **CARGOS Y METODOS DE CALCULACION PARA PRÉSTAMOS DE \$5,000 O MENOS:** El método de interés simple será utilizado para préstamos hechos bajo el Acto de Préstamo Pequeño de Nuevo México Acto de 1955. Los cargos de intereses no serán pagados, descontados o recibidos por adelantado. Los cargos de interés no podrán ser calculados con formulas compuestas. Sin embargo, si parte o toda la consideración de un contrato de préstamos es el balance principal de un préstamo anterior, entonces la cantidad principal que se debe bajo el contrato del préstamo puede incluir cargos que no han sido pagados los cuales se han acumulado dentro de sesenta días en el préstamo anterior. Tales cargos serán computados basado en el número de días que han pasado realmente.

SOUTH DAKOTA RESIDENTS. NOTICE. The Division of Banking, South Dakota Department of Labor and Regulations is located at 1601 N. Harrison Ave., Ste. 1, Pierre, SD 57501. The Division of Banking's telephone number is 605-773-3421. I can report any improprieties in the making of this loan or in loan practices to the Division of Banking. **REFINANCES.** Subject to applicable law and your then-current credit policies, if I am not in default with respect to this Note and a minimum number of payments have been received by you, you may allow me to refinance this Note in the future. The minimum number of payments that must have been received by you is subject to your discretion, and any applicable fees or charges shall be disclosed to me at the time of application for any refinancing. Not all applicants will qualify for a refinance.

TEXAS RESIDENTS. NOTICE. For questions or complaints about this loan, contact us at 800-316-8507; or by writing to either 444 Brickell Avenue, Suite 250, Miami, FL 33131 or customer.service@bmgmoney.com. The lender is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit related question.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Slaton Insurance 3300 PGA Blvd, Suite 100 Palm Beach Gardens, FL 33410 561 683-8383	CONTACT NAME: Heidi McGuire	FAX (A/C, No):
	PHONE (A/C, No, Ext): 561-721-1305	
INSURED BMG Money, Inc. & BMG LoansAtWork LLC 444 Brickell Avenue Suite 250 Miami, FL 33131	E-MAIL ADDRESS: hmcguire@cbiz.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Co. Ltd.	NAIC # 11000
	INSURER B: Underwriters at Lloyds of London	
	INSURER C: United States Fire Insurance Co.	21113
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		20SBMAJ4439SA	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		20SBMAJ4439SA	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		20SBMAJ4439SA	02/01/2022	02/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
B	Professional		EF1120300201	01/31/2022	01/31/2023	2,000,000
C	Crime		6260386833	01/31/2022	01/31/2023	3,000,000
B	Cyber		W21C67210401	01/31/2021	03/17/2022	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Continuity Dates: Bankers Professional 08/15/2014 - Directors & Officers 01/31/2018

REF: Emergency Employee Loan Program Solicitation N2111734P1

Broward County is listed as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability

CERTIFICATE HOLDER

CANCELLATION

Broward County Attn: Tracey Gordon 115 South Andrews Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones (Oasis) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No):	
INSURED Oasis, a Paychex Company Alt. Emp: BMG MONEY, INC 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	E-MAIL ADDRESS: workcomp@oasispeo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Zurich Insurance Company	40142
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22FL075956216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PROJECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER STATUTE OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	WC 29-38-687-20	06/01/2022	06/01/2023	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
						E.L. DISEASE - POLICY LIMIT \$ 2,000,000

Location Coverage Period: 06/01/2022 06/01/2023 Client# 18001-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

BMG MONEY, INC
444 BRICKELL AVE STE 250
MIAMI, FL 33131

CERTIFICATE HOLDER

CANCELLATION

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

8/22/2022

BidSync

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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:	BMG Money, Inc.
Vendor Type (Manufacturer, Reseller, Other? If Other, specify.):	Voluntary emergency loan provider; consumer finance company
Technical Contact Name / Email Address:	Eduardo Varga / eduardo.varga@bmgmoney.com Leonidas Ribeiro / leonidas.ribeiro@bmgmoney.com
Product Name / Description:	LoansAtWork : voluntary emergency loan program
Solicitation Number and Title (If applicable):	GEN2124409P1 Voluntary Emergency Loan Program

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) ?	No	
2		REQUIRED: Will your organization provide HOSTING SERVICES ?	No	
3		REQUIRED: Will your organization provide APPLICATION DEVELOPMENT SERVICES ?	No	
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.)	Yes	Professional services
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)	N/A	
6		b) Security / Network Architecture diagram (for SaaS and Hosting Services only)	N/A	
7		c) Secure Coding standard (for Application Development Services only)	N/A	
8		d) Application Security Program standard (for Application Development Services only)	N/A	

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.)	No	We are in the process of being audited (by Laika) for such purpose. Our application is hosted in Google Cloud Services, which is SOC II certified.
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))?	N/A	We not have access to or possession of any PCI-covered card information.
11		Will the product or solution process or collect credit card information?	No	We not have access to or possession of any PCI-covered 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?	No	We not have access to or possession of any PCI-covered card information.
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?	N/A	No access to or hosting or storage of ePHI.
14		Does your organization maintain current HIPAA specific policies and procedures in conjunction with the HIPAA Security Rule?	N/A	No access to or hosting or storage of ePHI.
15		Does your organization have a designated HIPAA Security and Privacy Officer(s)?	N/A	No access to or hosting or storage of ePHI.
16		Does your organization provide HIPAA Security training to your employees at time of hire and at least annually thereafter?	N/A	No access to or hosting or storage of ePHI.
17	Roles & Responsibilities	Has your organization appointed a central point of contact for security coordination?	Yes	
18		Does your organization have an expected timeframe to respond to initial contact for security related issues? Provide timeframe.	Yes	Depending upon potential risk impact to critical resources, ranges from 15 mins. to 1 hr.
19		Does your organization define the priority level of an issue (e.g., minor vs. major, 0-4 scale, etc.)? Describe.	Yes	Potential risk impact is categorized as high; moderate; or low.
20		Does your organization have an expected Service Level Agreement (SLA) to implement changes needed to fix security issues according to priority level? Describe.	Yes	Initial response times are clearly delineated; resolution/fix times are highly-dependent upon nature of incident.
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.	Yes	Google Authenticator
22		Does your organization use web services and/or data import/export functions (e.g., API, FTP)? Describe.	Yes	Our platform is hosted in Google Cloud Services and features are accessed via APIs. We exchange files with some partners using SFTP.

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?	Yes	
24		Does your organization have Disaster Recovery and Continuity of Operations plans where third-party dependencies are concerned?	Yes	
25		Does your organization outsourcing any aspect of the service to a third party?	Yes	
26		Does your organization utilize any off-shore resources for development? Provide location(s).	Yes	Brazil, but only for development and application maintenance, not data storage.
27		Does your organization outsource or build the application in-house?	Yes	Both
28		Does your organization share customer data with or enable direct access by any third-party?	Yes	Hosted in <i>Google Cloud Services</i>
29		Will any third party vendors process, access, transmit or store any County data?	Yes	Hosted in <i>Google Cloud Services</i>
30		Does all third party vendors contractually comply with your organization's security standards for data processing?	Yes	
31		Does your organization regularly audit your critical vendors? Describe.	No	Our main vendor is <i>Google Cloud Services</i> and it is a SOC II certified company.
32	Information Security Policy & Procedures	Does your organization have documented standard policies and procedures for security and compliance?	Yes	
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?	Yes	
34	Regulatory Compliance	Is the product or solution currently certified by any security standards? (e.g., PCI-DSS, HIPAA). Provide proof of compliance documentation.	No	We are in the process to obtain SOC II certification.
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.)?	Yes	
36		Has your organization experienced a legally reportable data breach within the past 5 years?	No	
37		Does your organization have procedures for preservation of electronic records and audit logs in case of litigation hold?	Yes	
38	During Employment – Training, Education &	Have employees and third party vendors received formal information security awareness training? Provide frequency.	Yes	Employees receive monthly training through <i>KnowBe4</i> .
39		Have your organization's security policies and procedures been communicated to your employees?	Yes	
40		Are periodic security reminders provided to your organization's employees?	Yes	

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?	Yes	
42		Are individuals who would have access to the County's data subjected to periodic follow-up background checks?	No	
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)?	Yes	
44		If so, are employees and third party vendors required to sign the non-disclosure agreement annually?	No	
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?	Yes	
46		Upon transfer, is existing access reviewed for relevance for employees and third party vendors?	Yes	
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?	Yes	
48		Do personnel abide by a clean desk policy and lock workstation screens prior to leaving work areas?	Yes	
49		Does your organization have a contingency plan in place to handle emergency access to facilities?	Yes	
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.	Yes	We have a system to provide physical access to the site and we have also cameras monitoring the environment at all times.
51		Are there policies and procedures to document repairs and modifications to physical components of the facility that are related to security?	No	
52		Are employees or third party vendors permitted access to customer environments from your physical locations only?	Yes	
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?	Yes	
54		Are internal and external networks separated by firewalls with access policies and rules?	Yes	
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)?	Yes	

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?	Yes	
57		Does your organization apply database and application logical segregation of customer data?	Yes	
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.)?	Yes	
59		Are employees allowed to connect to customer environments remotely (e.g., working from home, public Wi-Fi access)?	Yes	Only via company computers connected via VPN (developed due to COVID-19).
60		Is there a remote access policy? Provide documentation.	No	All access is controlled here - limited IP addresses and VPN connections only.
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)?	Yes	
62		Will your organization restrict inbound and outbound traffic to the County network to a "deny all, permit by exception" configuration?	No	We have no access to the County network.
63		Is this a multi-tenant solution?	Yes	
64		Will County's data be co-mingled with any other multi-tenant customer?	Yes	
65		Will County's data be processed, accessed, transmitted or stored through an off shore environment (e.g., Outside continental U.S, Alaska, Hawaii)?	No	
66	Audit Logging	Does the software or solution perform audit logging? Describe.	Yes	All changes to sensitive records are recorded in an audit table. The change that was made, the user who made the change, and the date on which the change took place are stored.
67		Does the software or solution allow for the configuration of audit log retention for a minimum of 90 days or more?	Yes	
68		Does the software track events for user activity (e.g., failed/successful logins, privileged access)? Describe.	Yes	All changes to sensitive records are recorded in an audit table. The change that was made, the user who made the change, and the date on which the change took place are stored. In addition, backoffice users have restricted access according to their functions.
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).	Yes	<i>Virtru</i>
70		Does your organization use a secure VPN connection with third parties and/or IT vendors for email encryption?	Yes	

Broward County Enterprise Technology Services
Vendor Security Questionnaire

71		Does your organization provide a means to encrypt data at rest (e.g., AES)?	Yes	Performed by <i>Google Cloud Services</i>
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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.	Yes	Twice per year for the applications hosted in <i>Google Cloud Services</i> , and daily for the local network.
73		Are internal or third party vulnerability assessments automated?	No	
74		Does your organization have a security patch management cycle in place to address identified vulnerabilities?	Yes	
75		Does your organization provide disclosure of vulnerabilities found in your environment and remediation timelines?	Yes	
76		Does your organization notify customer of applicable patches?	No	No access to County network
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)?	Yes	
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).	Yes	Performed by <i>Google Cloud Services</i>
79		Does your organization periodically review system activity? Provide frequency.	Yes	Performed by <i>Google Cloud Services</i>
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)?	Yes	
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)?	Yes	
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)?	Yes	
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)?	Yes	Yes for a list of "accepted mobile devices"
84		Is a Data Loss Prevention (DLP) in place to prevent the unauthorized distribution of Confidential information?	Yes	
85		Is software installation for desktops, laptops, and servers restricted to administrative users only?	Yes	

Broward County Enterprise Technology Services
Vendor Security Questionnaire

86		Does software or system have automatic logoff for session inactivity?	Yes	
87		Is access to source application code restricted? Describe how and provide a list of authorized users maintained and updated.	Yes	All access is managed by Azure DevOps. We define who and what can be done in our source code. When some change occurs, we know who made the change and when it happened. We cannot share a list of our authorized users, although it is available for County inspection upon request.
88		Are user IDs for your system uniquely identifiable?	Yes	
89		Does your organization have any shared accounts? Describe.	No	
90		Will your organization allow remote access from third party vendors to the County network, with immediate deactivation after use?	No	No access to County network
91		Can service accounts be configured to run as non-privileged user (i.e. non-Domain Admin)?	Yes	
92		Is Multi-Factor Authentication (MFA) required for employees/contractors for remote access to production systems?	Yes	
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.)?	Yes	
94	Antivirus	Is antivirus software installed and running on your computers and supporting systems (e.g., desktops, servers, gateways, etc.)?	Yes	
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.	Yes	We use a combination of two solutions: SentinelOne and Huntress. Details cannot be shared but are available for County inspection.
96		Does your organization have a process for detecting and reporting malicious software?	Yes	
97	Network Defense and Host Intrusion Prevention Systems	Does your organization have any Intrusion Protection System (IPS) in place for your environment?	Yes	
98		Does your organization install personal firewall software on any mobile or employee-owned device?	No	
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?	Yes	
100		Is Confidential data encrypted (e.g., data at rest) when stored on laptop, desktop, and server hard drives, flash drives, backup tapes)?	Yes	

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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?	Yes	
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?	Yes	
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.?	Yes	
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?	Yes	
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)?	Yes	
106		Does your organization have a formal incident response and data breach notification plan and team?	Yes	
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)?	No	
108		Are incidents identified, investigated, and reported according to applicable legal requirements?	Yes	
109		Are incidents escalated and communicated? Describe.	Yes	
110		Do you have a contingency plan in place to handle emergency access to the software?	Yes	
111	Disaster Recovery Plan & Backups	Does your organization have a mechanism to back up critical IT systems and Confidential data? Describe.	Yes	Every day, all databases are backed up. In addition, all assets are in <i>Google Cloud Services</i> and are replicated in more than one data centers.
112		Does your organization periodically test your backup/restoration plan by restoring from backup media?	Yes	
113		Does your organization have a disaster recovery plan?	Yes	
114		Are disaster recovery plans updated and tested at least annually?	Yes	
115		Do any single points of failure exist which would disrupt functionality of the product or service?	No	
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)?	Yes	
117		Does your organization maintain end-of-life-schedule for the software product?	N/A	

Broward County Enterprise Technology Services
Vendor Security Questionnaire

118		Is the product engineered as a multi-tier architecture design?	Yes	
119		Is the product or service within 3 year end of life?	No	
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?	Yes	

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.	No	
122		Does your organization follow application security and coding standards and utilize a development framework?	Yes	
123		Does your organization's development team use a development framework? List development languages and framework.	Yes	C#, AngularJS, React, Flutter, MS Azure
124		Will the County receive a copy of the source code?	No	
125		Does your organization review security at each phase of the software development life cycle?	No	
126		Does your organization use an industry standard methodology for conducting security testing? Describe.	No	
127		Does your organization use an independent 3rd party for periodic security penetration testing?	Yes	
128		Does your organization use automated tools for security testing or code reviews?	Yes	
129		Does your organization perform security testing based on industry standards (e.g. OWASP Top 10, SANS Top 25)?	Yes	
130		Does your organization use SAST and DAST tools to scan code for vulnerabilities prior to production deployment?	No	
131		Does your organization perform peer code reviews on source code prior to production deployment?	Yes	
132		Does your organization remediate all vulnerabilities identified prior to production deployment?	Yes	
133		Does your organization have a security methodology for continuous maintenance of the application and applicable components?	No	

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 ?	No	
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?		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

39	Regulatory Compliance	Is the software or solution currently certified by any security standards (e.g., PCI-DSS, HIPAA)? Provide proof of compliance documentation.		
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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 ?		No	
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:	BMG Money, Inc.
Printed Representative Name:	Thomas C. McCormick
Printed Representative Title:	Co-Chief Executive Officer
Signature:	<i>Thomas C. McCormick</i>
Date:	Aug. 11, 2022



August 19, 2022

***By Electronic Submission (via Periscope S2G)
Two (2) Versions: MS Word Format; .pdf Format***

Broward County Board of County Commissioners

In care of:

Broward County Board of County Commissioners
Purchasing Division
Michael Mullen
Danea Cohen-Ebanks
Broward County, FL 33301

RE: Bid GEN2124409P1
Voluntary Emergency Loan Program

To Whom It May Concern:

On behalf of BMG Money, Inc. (the "Proposer" or "BMG"), we are grateful for the opportunity to submit this proposal (the "Proposal") to the Broward County Board of County Commissioners (the "County") in response to Bid GEN2124409P1 – Voluntary Emergency Loan Program (the "RFP"). Thank you in advance for your consideration. For your review, we have described our *LoansAtWork* program in detail below.

As an initial matter, other than as expressly set forth below or in the documents required to be submitted together herewith via *Periscope S2G*, BMG hereby agrees to ALL of the terms of the RFP.

This Proposal begins with an Executive Summary, and thereafter the Proposal is organized generally in the manner specified in the RFP. For convenience of review, where applicable, the content is labeled according to corresponding provisions of the RFP which call for a response. (Provisions of the RFP that are not applicable or do not call for a response have been omitted, but as indicated above, BMG expressly agrees to all of such provisions.) *You will note that the information most relevant to the Evaluation Criteria contained in the RFP is set forth below where indicated.*

Lastly, all of the various attachments and the additional information requested in the RFP have been submitted as requested via *Periscope S2G*.

EXECUTIVE SUMMARY:

Important Enhancements to the *LoansAtWork* Program –

LOWER INTEREST RATE

BMG and Broward County have partnered for more than six (6) years. Together, we have saved Broward County's employees countless dollars, protecting them from the *Amscots* and all the other predatory payday lenders throughout Broward County, South Florida, and beyond. In recognition of this long-standing relationship, by this Proposal, we offer to renew the *LoansAtWork* program for the County on **better terms than we have yet offered to any other employer client's employees ever** – significantly better. As more fully set forth in the various elements of this Proposal and its attachments, here is a summary of the most important terms of our proposed renewal:

1. Current *LoansAtWork* annual interest rate – 23.99% fixed
THIS PROPOSAL – *LoansAtWork* annual interest rate – 19.99% fixed
2. Current County wellness contribution – \$5,000 per year
THIS PROPOSAL – County wellness contribution – \$10,000 per year

- No other vendor has anywhere near the number of employer clients or employee customers as BMG Money – we are the experienced choice
- We have made \$2.2 Billion of loans and been a proud partner of Broward County for many years – we are the responsible choice
- Our team is bigger and better than any – we are the reliable choice
- We are already implemented fully with Broward County – we are the easiest choice
- We have dramatically lowered our interest rate to 19.99% with no teaser rates to hide the real cost – we are the most transparent choice

3. Current credit score monitoring – None
THIS PROPOSAL – credit score monitoring included for all participating employees
4. Current maximum loan amount - \$5,000
THIS PROPOSAL – maximum loan amount – \$10,000 AT THE CFO's sole discretion, otherwise \$5,000, of course subject to individual employee salary reviews to ensure all loans fit employees' budgets
5. Current maximum loan term – 24 months
THIS PROPOSAL – maximum loan term – 48 months AT THE CFO's sole discretion, otherwise, 24 months

What Has NOT Changed

1. **County employees will NOT be turned down or charged more because of their credit scores.** The entire point of the program is inclusion and access, not leaving behind the employees most in need.

Beware of competitors that condition loan approval based upon a certain FICO or credit score, or who use credit scores to charge some employees more than others! It's a bait & switch – notice how they will resist any questions about how many customers are at the low end of their price range. It's not transparent or fair, which is why we applaud the County's awarding of points based upon only the highest rate charged. That is the only way to assess options when some vendors hide the reality of their prices.

2. Proposer already has committed that it will **reduce the annual interest rate if a lower annual interest rate is offered to employees of any other client in Florida** during the term of the agreement – BMG will agree to that again, of course.

Background

BMG currently offers a fixed-rate, fixed-payment voluntary emergency loan program (“*LoansAtWork*” or the “Program”) to participating employees of the County. The Program does not require a credit report to qualify and is available to employees who have been employed by the County for at least one year and are not currently in bankruptcy. The Program offers unsecured loans with fixed repayments processed through payroll deductions over terms of six to twenty-four months (forty-eight months at

the County CFO's sole discretion) of payroll deductions. The Program allows County employees who may have only high-priced alternatives for short-term borrowing needs to borrow responsibly and pay off their debt in affordable installments. It also helps employees who do not have sufficient savings to cover unforeseen expenses such as the cost of moving, medical needs, or automobile repairs. We believe that the County's employees see real value in *LoansAtWork*. It provides an important financial lifeline to those employees that are too often taken advantage of by the predatory payday lenders targeting our communities.

Our customer satisfaction levels are without equal to our knowledge. Please find below a summary of a recent (Dec. 2021) survey of more than 1,200 current customers conducted by a third-party consulting firm:

***LoansAtWork* is highly recommended by customers and employer clients alike**

Findings from surveys conducted by an independent consulting firm - Roland Berger (December 2021)

Customers

- 90% are highly likely to recommend BMG Money to a coworker
- "[...] BMG Money is here to help people that would otherwise have difficulty to obtain emergency loans. Customer 99
- "You are amazing. Thanks for your support in difficult times. Customer 99
- "Advertise more so others can learn of you. God bless my friend who told me. Customer 99
- "I love the program. It has helped me a lot. Customer 99
- "[...] just I love BMG 100%! Customer 99

Employer Clients

- 100% are highly likely to recommend BMG Money / LAW to another public sector entity
- 100% believe an employee emergency loan program is an important feature of their employee benefits package
- What features do you like about BMG Money:
 - payroll deduction
 - application process
 - timeliness
 - education material
 - approval monitoring and payment options
- What features you dislike about BMG Money:
 - "not applicable"

Source: Active customers survey, Client survey, Roland Berger

The Problem – Payday Loans.

When facing an unexpected expense, too many good people with good jobs are left with few options except predatory payday lenders, which can exacerbate their already tenuous household budgets. The payday loan industry, among the worst of the predatory lenders, thrives on the financial vulnerability of workers. Payday lenders offer short-term loans with absurdly high interest rates of nearly 300% in Florida and repayment terms that make the loans exceedingly burdensome on borrowers.

These high-cost loans have exploded in recent years. Today, nearly one-in-four Americans have used so-called "alternative credit providers" – these exorbitant loans point to an alarming trend that underscores a lack of viable and responsible borrowing alternatives for many well-employed Floridians.

The problem with these payday loans is the unending, destructive cycle they perpetuate. With such terribly high costs and lightning-fast due dates, these loans create a vicious cycle that requires borrowers to come back again-and-again. According to the Center for Responsible Lending, these loans create “a debt treadmill that makes struggling families worse off than they were before they received a payday loan.”

The Solution - LoansAtWork.

BMG's loans range from \$500 to \$5,000 (\$10,000 at the County CFO's sole discretion) and are available exclusively to employees of our clients, mostly public sector and not-for-profit employers. The loans will be offered with a fixed interest rate of 19.99%. There is no penalty for early prepayment. County employees are now able to manage large, unexpected expenses over time with fixed and manageable payments.

Most significantly, to help keep employees on sound financial footing in the future, we report loan performance to credit bureaus (payroll deductions ensure timely repayment). We offer free financial literacy training and credit counseling to our clients' employees – whether they are *LoansAtWork* customers or not.

The FDIC issued guidelines “to encourage financial institutions to offer small-dollar credit products that are affordable, yet safe and sound, and consistent with all applicable federal and state laws.” *LoansAtWork* was designed to meet or exceed the following elements of the FDIC's template for safe and affordable small-dollar loans:

- Loan terms of at least 90 days;
- Streamlined application process;
- APR below 36%;
- Low fees;
- Affordable, amortizing payments;
- Financial education; and
- Assists consumers with little or no credit history obtain credit that they both need and can repay.

We are confident that the County's employees are grateful that *LoansAtWork* is available to them. The Program offers a socially-responsible, reasonably-priced loan solution to the most vulnerable employees in their times of need.

BMG believes that *LoansAtWork* has become a vital component of Broward County's array of comprehensive benefit plans and programs for its benefit-eligible County employees, as it has for many dozens of other public sector employers as more fully

described below. We are proud to participate in this competitive procurement for a voluntary emergency loan program for County employees.

SCOPE OF SERVICES:

BMG is uniquely qualified to continue to administer a voluntary emergency loan program for County employees, and BMG will furnish all labor, materials, equipment, services, and incidentals for providing a voluntary emergency employee loan program for Broward County employees. *LoansAtWork* is designed squarely to meet the needs of public sector entities seeking to help their employees with short-term borrowing needs and stay OUT of the predatory payday lenders.

For the avoidance of doubt, other than as set forth explicitly in BMG's Agreement Exception Form, BMG agrees precisely to the Scope of Services set forth in the RFP.

ADDENDA: BMG has monitored the solicitation via *Periscope S2G* and has reviewed and accepts Addendum #1 and Addendum #2 to the RFP.

EVALUATION CRITERIA:

1. Ability of Professional Personnel

1.1

BMG's team has the qualifications and relevant experience to ensure an **excellent quality of professional services** for the County.

The services proposed in this Proposal shall continue to be provided by properly licensed and trained personnel. Such services shall be provided in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and such services will be provided in a manner so as to reflect favorably upon the County.

Proposer's overall resources are more than adequate to support any and all of the County's needs in the case of a favorable response and the County continues to be a *LoansAtWork* client. BMG is well positioned to ensure the highest levels of employer client and employee customer service, privacy, security, and performance. More specifically, Proposer already completed its successful, timely and prompt implementation of the Program with the County. Our company considers South Florida our home and the region is of critical strategic importance, and the County will remain one of BMG's key clients. Proposer has the ability and commits to ensuring that the services will be performed in a timely fashion and completed on time.

1.1.a.

The team that will support Broward County includes **approximately eighty (80)** management, employer client services, and employee customer services professionals, almost all of them working full-time from our headquarters location in Miami-Dade County.

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We have grown rapidly over recent years, so our average tenure declines as we add new employees to responsibly accommodate our growth. Since the County became a client in 2016, we have grown to service customers in forty-two (42) states around the country. Nevertheless, eighteen (18) current employees have **more than two (2) years tenure** with BMG, including ALL of the key personnel assigned to the County.

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- 2019 – 14 employees
- 2020 – 22 employees
- 2021 – 20 employees
- 2022 - 11 employees (year-to-date)

1.2.

NAME & TITLE: Thomas C. McCormick; Co-Chief Executive Officer

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Account Executive / Account Manager

Responsibilities –

- Lead all client services and quality assurance efforts for County
- Manage benefit for County employees
- Liaison for all of County's questions and concerns, available at all times
- Ensure compliance, service delivery, performance guarantees

PROFESSIONAL BACKGROUND:

Executive with focus on socially-responsible, reasonably-priced alternatives to predatory loans & innovative voluntary employee benefits improving employee financial wellness

- Fordham University School of Law, J.D. 1996
- Kenyon College, B.A. 1993
- Lehigh University, 2010-11; Coursework in Corporate Entrepreneurship
- New York University, 2004-06; Coursework in Banking, Finance

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2011-present; COO, Chief Growth Officer, Co-CEO leading efforts relating to public sector employer client on-boarding and service, business, product & corporate development, financial literacy, employee financial wellness, government relations, public relations, and legal/compliance efforts

- EBL International, Inc., 2010-11; Founder & CEO; Developed innovative employment-based lending solutions for employees in China without access to credit
- E-Duction, Inc., 2001-10; COO & General Counsel for voluntary employee benefits company in consumer credit/transaction processing/healthcare insurance markets
- Morrison & Foerster, LLP, 1996-2001; Attorney in Financial Services Practice Group in Washington, DC; Concentrated on compliance counseling and regulatory/legislative/transactional matters for consumer credit industry
- MasterCard, 1995; Intern in Law Department of leading global payments solutions company

20+ YEARS' RELATED EXPERIENCE IN VOLUNTARY EMPLOYEE BENEFITS

NAME & TITLE: Jose Patino; Vice President, Business Development

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Back-Up Account Executive / Account Manager

Responsibilities –

- Support all client services and quality assurance efforts for County
- Aid management of benefit for County employees
- Secondary liaison for all of County's questions and concerns
- Support County needs for employee communication/enrollment materials
- Collaborate with Proposer's compliance function to guarantee quality
- Document and manage all changes requested by County
- Train Proposer's personnel on all County requirements for service delivery

PROFESSIONAL BACKGROUND:

Executive with focus on public sector employer client services, benefit communication and enrollment processes, and collaboration with employer client human resources, employee benefits, and payroll managers

- Nova Southeastern University, M.B.A. 2013
- Florida State University, B.S. Finance 2011

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2016-present; Vice President, Business Development

Interfaced with operations, IT, and sales teams and public sector employer clients for 40+ *LoansAtWork* implementations since 2016

- Supported employer clients on enrollments and communications
- Administered *LoansAtWork* electronic enrollment solution for new client launches to ensure client and employee success
- Presented *LoansAtWork* and financial literacy education programs at employee benefit fairs of public sector employer clients ranging from 500 to 20,000+ employees

- 2012-16; Various credit, financial and compliance roles (with, for example, HSBC Bank; Wells Fargo Advisors)

6+ YEARS' RELATED EXPERIENCE IN VOLUNTARY EMPLOYEE BENEFITS

NAME & TITLE: Chad Jorgensen; Senior Director, Partnerships

TAMPA

ROLE & RESPONSIBILITIES:

Role – Client Services Lead

Responsibilities –

- Partner with County human resources, employee benefits, and payroll teams as needed
- Attend on-site meetings with County – scheduled and *ad hoc*
- Conduct on-site employee enrollment events and provide financial literacy training, all as invited by the County at County's option
- Assist with County needs for employee communication/enrollment materials
- Coordinate reporting to County of all performance metrics, utilization information, etc. as required by RFP and/or resulting contract

PROFESSIONAL BACKGROUND:

Manager with focus on business development, partnerships, and national territory management; including implementation of financial services to for government institutions relating to emergency loans, financial literacy, requests for proposals, and employee relations

- University of Louisville

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2020-present; Senior Director, Partnerships
- 2012-20; Various sales and business development roles (with FinTech Credit Innovations; CarMax Auto Finance)

NAME & TITLE: Diane Mercogliano; Operations Manager

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Operations Lead

Responsibilities –

- Manage the Customer Service Contact Center and Payments areas, direct and indirect supervision of more than 30 employees (training, scheduling, redundancy, exception management, escalation, and issue resolution, etc.)
- Provide support to address participating employees' needs and questions to service loans or obtain any information required after enrollment
- Improve internal controls, assist with identifying and measuring strategic indicators, and increase overall efficiency
- Monitor systems and processes to ensure compliance with all applicable business requirements
- Manage and implement process improvement best practices

PROFESSIONAL BACKGROUND:

Manager with in-depth knowledge of banking products and regulatory compliance; extensive background in financial banking systems, loan operations, and training; skilled in Customer Relationship Management (CRM) program implementation and deployment, and enterprise-wide solutions and system reporting

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2019-present; Operations Manager
- TotalBank, 2010-18; Vice President, Operations Manager
- 2006-10; Various compliance monitoring roles (with, for example, The Morley Group; ProCompliance Advisory Group)
- 1998-2005; Various bank processing system deployment roles (with Bank of Coral Gables; StateTrust Bank; Gibraltar Bank)
- 1985-1993; Various operations support roles (with Citibank)

NAME & TITLE: Brendan Murphy; Business Operations Manager

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Employer Client & Employee Customer Services Manager

Responsibilities –

- Manage the Customer Service Contact Center and Payments areas, direct and indirect supervision of more than 30 employees (training, scheduling, redundancy, exception management, escalation, and issue resolution, etc.)
- Provide support to address participating employees' needs and questions to service loans or obtain any information required after enrollment
- Oversight of payments posting, consumer reporting agency furnishing, treasury management, and exception-processing functions

PROFESSIONAL BACKGROUND:

Manager with significant employer client and employee customer service experience and commitment to the continuous improvement of processes and procedures; significant expertise in treating customers with empathy during times of stress; effective track-record in first-call resolution

1. Delaware County Community College

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2021-present; Business Operations Manager
- BMG Money, Inc., 2019-21; Customer Service Supervisor
- 2015-19; Various customer service roles with increasing seniority (with, for example, TransUnion; ASD Media)

1.3.

BMG's experience and qualifications are without peer. Simply put, to our knowledge, there is no other organization with anywhere even near comparable experience in our market. As of this writing, Proposer has more than seventy (70) governmental or public entity clients – many of them in Florida – with many more to come. To date, we have serviced tens of thousands of loans, issuing **over \$2.2 Billion of loans to employees** who otherwise would have fallen victim to predatory payday loans. We are experts in the origination and servicing of the issuance of socially-responsible loans to the employees of our employer clients, and we have the wherewithal and experience to ensure that the County will be a satisfied client for as long as it chooses to continue to participate in the Program. BMG's Miami-based team includes exceptionally-qualified managers and staff who stand ready to support the Program. Our team members have decades of combined experience in supporting employment-based lending programs such as *LoansAtWork*.

Select Governmental or Public Entity Clients (similar in size to Broward County):

1. Alief Independent School District
2. Broward County
3. Broward County Public Schools
4. City of Fort Lauderdale
5. Halifax Health
6. City of Hialeah
7. Hillsborough County Public Schools
8. Jackson Health System
9. Leon County
10. City of Miami
11. City of Miami Beach
12. Miami-Dade County
13. Miami-Dade County Public Schools
14. Seminole County
15. Seminole County Public Schools
16. St. Lucie Public Schools
17. State of Florida – Department of Corrections
18. State of Florida – Department of Health
19. State of Florida – Department of Juvenile Justice
20. State of Florida – Highway Safety & Motor Vehicles Department
21. Tampa General Hospital

Only the City of Doral has terminated our services in the last five (5) years, due to the replacement of the management team that introduced our Program and the new team's desire to reorganize its employee benefits offerings.

1.4. BMG's Vendor Reference Verification forms have been submitted via *Periscope S2G*.

2. Program Interest Rate

2.1.

The standard rate for loans with no credit check, which is the maximum amount charged for any employee and is based on a simple interest loan is as follows:

Current *LoansAtWork* annual interest rate – 23.99% fixed

THIS PROPOSAL – *LoansAtWork* annual interest rate – 19.99% fixed

- BMG charges only “simple” interest – unlike many credit cards, there is no compounding – no interest-on-interest.
- BMG’s interest rate is fixed – it will not rise with the *Prime Rate* or ever increase for any reason.
- BMG NEVER charges any “penalty rates” of any kind.
- BMG does not offer deceptive introductory or “teaser” rates that start low and increase over time.

3. Implementation

3.1.

BMG offers free financial literacy training (bi-lingual – English and Spanish) and credit counseling to our employer clients' employees – ALL employees – (based upon the Consumer Financial Protection Bureau's *Your Money, Your Goals* curriculum) – whether they are *LoansAtWork* customers or not. A sample has been submitted via *Periscope S2G*.

In addition to offering our free financial literacy training to County employees, BMG will be glad to offer it to County residents at County facilities. We propose doing so on a quarterly basis four times per year, but of course we will design the plan in collaboration with the County and will offer the sessions more or less often as desired by the County.

Additionally, Proposer will offer ALL participating employees of the County free credit monitoring services so that they may monitor their consumer reports/credit scores in an effort to ensure accurate information and to improve scores over time.

3.2.

Simply put, in the event that BMG is awarded the contract under the RFP, there will be **NO implementation effort required of the County** – NONE whatsoever. The County and BMG have been partnering to offer the *LoansAtWork* program since 2016. Nothing needs to change, except, of course, that BMG always stands ready to make changes that the County may require (if any).

4. Analysis of Project Specific Vendor Questionnaire

4.1. BMG's Project Specific Vendor Questionnaire form has been submitted via *Periscope S2G*.

5. Location

5.1. Sadly, BMG is not a Locally Based Business as defined by the County. Our headquarters location is in the City of Miami, Miami-Dade County.

NEGOTIATIONS: BMG looks forward to an opportunity to participate in any negotiation meetings with the County after approval of the final ranking as recommended by the Evaluation Committee or otherwise at the County's convenience. At least one of the representatives for BMG participating in negotiations with the County will be authorized to bind BMG.

CBE PARTICIPATION: BMG understands that the County Business Enterprise (CBE) program shall not apply to this solicitation and that no CBE participation goal is assigned to this contract. However, BMG further understands that the County encourages proposers to give full consideration to the use of certified CBE firms to perform work under the contract. BMG absolutely will do so, and in fact has experience with related efforts. For example, BMG utilizes certain M/WBE vendors in connection with its current relationship with the School Board of Broward County.

PRESENTATIONS: BMG looks forward to an opportunity to make an oral presentation to the Evaluation Committee regarding BMG's approach to voluntary emergency loan programs and BMG's ability to perform on behalf of the County and its employees.

* * * * *

Again, we are grateful for the opportunity to submit this Proposal. We believe that BMG's *LoansAtWork* Program is the best way for the County to continue to protect its most important asset – its employees – from predatory payday lending. This simple, responsible, and low-cost emergency loan solution comes without any cost or liability to the County and has been helping those employees most in need for six years. We would be honored to continue partnering with the County and its staff.

Thank you in advance for your assistance in connection with this important matter, and please do not hesitate to contact us if we can be helpful in any way. As requested in the RFP, we stand ready to provide an oral presentation in support of this Proposal or to otherwise support the information contained herein.

Respectfully submitted,



Thomas C. McCormick
Co-Chief Executive Officer
BMG Money, Inc.



August 19, 2022

***By Electronic Submission (via Periscope S2G)
Two (2) Versions: MS Word Format; .pdf Format***

Broward County Board of County Commissioners

In care of:

Broward County Board of County Commissioners
Purchasing Division
Michael Mullen
Danea Cohen-Ebanks
Broward County, FL 33301

RE: Bid GEN2124409P1
Voluntary Emergency Loan Program

To Whom It May Concern:

On behalf of BMG Money, Inc. (the "Proposer" or "BMG"), we are grateful for the opportunity to submit this proposal (the "Proposal") to the Broward County Board of County Commissioners (the "County") in response to Bid GEN2124409P1 – Voluntary Emergency Loan Program (the "RFP"). Thank you in advance for your consideration. For your review, we have described our *LoansAtWork* program in detail below.

As an initial matter, other than as expressly set forth below or in the documents required to be submitted together herewith via *Periscope S2G*, BMG hereby agrees to ALL of the terms of the RFP.

This Proposal begins with an Executive Summary, and thereafter the Proposal is organized generally in the manner specified in the RFP. For convenience of review, where applicable, the content is labeled according to corresponding provisions of the RFP which call for a response. (Provisions of the RFP that are not applicable or do not call for a response have been omitted, but as indicated above, BMG expressly agrees to all of such provisions.) *You will note that the information most relevant to the Evaluation Criteria contained in the RFP is set forth below where indicated.*

Lastly, all of the various attachments and the additional information requested in the RFP have been submitted as requested via *Periscope S2G*.

EXECUTIVE SUMMARY:

Important Enhancements to the *LoansAtWork* Program –

LOWER INTEREST RATE

BMG and Broward County have partnered for more than six (6) years. Together, we have saved Broward County's employees countless dollars, protecting them from the *Amscots* and all the other predatory payday lenders throughout Broward County, South Florida, and beyond. In recognition of this long-standing relationship, by this Proposal, we offer to renew the *LoansAtWork* program for the County on **better terms than we have yet offered to any other employer client's employees ever** – significantly better. As more fully set forth in the various elements of this Proposal and its attachments, here is a summary of the most important terms of our proposed renewal:

- No other vendor has anywhere near the number of employer clients or employee customers as BMG Money – we are the experienced choice
- We have made \$2.2 Billion of loans and been a proud partner of Broward County for many years – we are the responsible choice
- Our team is bigger and better than any – we are the reliable choice
- We are already implemented fully with Broward County – we are the easiest choice
- We have dramatically lowered our interest rate to 19.99% with no teaser rates to hide the real cost – we are the most transparent choice

1. Current *LoansAtWork* annual interest rate – 23.99% fixed
THIS PROPOSAL – *LoansAtWork* annual interest rate – 19.99% fixed
2. Current County wellness contribution – \$5,000 per year
THIS PROPOSAL – County wellness contribution – \$10,000 per year

3. Current credit score monitoring – None
THIS PROPOSAL – credit score monitoring included for all participating employees
4. Current maximum loan amount - \$5,000
THIS PROPOSAL – maximum loan amount – \$10,000 AT THE CFO's sole discretion, otherwise \$5,000, of course subject to individual employee salary reviews to ensure all loans fit employees' budgets
5. Current maximum loan term – 24 months
THIS PROPOSAL – maximum loan term – 48 months AT THE CFO's sole discretion, otherwise, 24 months

What Has NOT Changed

1. **County employees will NOT be turned down or charged more because of their credit scores.** The entire point of the program is inclusion and access, not leaving behind the employees most in need.

Beware of competitors that condition loan approval based upon a certain FICO or credit score, or who use credit scores to charge some employees more than others! It's a bait & switch – notice how they will resist any questions about how many customers are at the low end of their price range. It's not transparent or fair, which is why we applaud the County's awarding of points based upon only the highest rate charged. That is the only way to assess options when some vendors hide the reality of their prices.

2. Proposer already has committed that it will **reduce the annual interest rate if a lower annual interest rate is offered to employees of any other client in Florida** during the term of the agreement – BMG will agree to that again, of course.

Background

BMG currently offers a fixed-rate, fixed-payment voluntary emergency loan program (“*LoansAtWork*” or the “Program”) to participating employees of the County. The Program does not require a credit report to qualify and is available to employees who have been employed by the County for at least one year and are not currently in bankruptcy. The Program offers unsecured loans with fixed repayments processed through payroll deductions over terms of six to twenty-four months (forty-eight months at

the County CFO's sole discretion) of payroll deductions. The Program allows County employees who may have only high-priced alternatives for short-term borrowing needs to borrow responsibly and pay off their debt in affordable installments. It also helps employees who do not have sufficient savings to cover unforeseen expenses such as the cost of moving, medical needs, or automobile repairs. We believe that the County's employees see real value in *LoansAtWork*. It provides an important financial lifeline to those employees that are too often taken advantage of by the predatory payday lenders targeting our communities.

Our customer satisfaction levels are without equal to our knowledge. Please find below a summary of a recent (Dec. 2021) survey of more than 1,200 current customers conducted by a third-party consulting firm:

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- 84% You are amazing. Thanks for your support in difficult times. Customer 55
- 84% Advertise more so others can learn of you. God bless my friend who told me. Customer 55
- 84% I love the program. It has helped me a lot. Customer 55
- 84% [...], just I love BMG 100%! Customer 55

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- Fordham University School of Law, J.D. 1996
- Kenyon College, B.A. 1993
- Lehigh University, 2010-11; Coursework in Corporate Entrepreneurship
- New York University, 2004-06; Coursework in Banking, Finance

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2011-present; COO, Chief Growth Officer, Co-CEO leading efforts relating to public sector employer client on-boarding and service, business, product & corporate development, financial literacy, employee financial wellness, government relations, public relations, and legal/compliance efforts

- EBL International, Inc., 2010-11; Founder & CEO; Developed innovative employment-based lending solutions for employees in China without access to credit
- E-Duction, Inc., 2001-10; COO & General Counsel for voluntary employee benefits company in consumer credit/transaction processing/healthcare insurance markets
- Morrison & Foerster, LLP, 1996-2001; Attorney in Financial Services Practice Group in Washington, DC; Concentrated on compliance counseling and regulatory/legislative/transactional matters for consumer credit industry
- MasterCard, 1995; Intern in Law Department of leading global payments solutions company

20+ YEARS' RELATED EXPERIENCE IN VOLUNTARY EMPLOYEE BENEFITS

NAME & TITLE: Jose Patino; Vice President, Business Development

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Back-Up Account Executive / Account Manager

Responsibilities –

- Support all client services and quality assurance efforts for County
- Aid management of benefit for County employees
- Secondary liaison for all of County's questions and concerns
- Support County needs for employee communication/enrollment materials
- Collaborate with Proposer's compliance function to guarantee quality
- Document and manage all changes requested by County
- Train Proposer's personnel on all County requirements for service delivery

PROFESSIONAL BACKGROUND:

Executive with focus on public sector employer client services, benefit communication and enrollment processes, and collaboration with employer client human resources, employee benefits, and payroll managers

- Nova Southeastern University, M.B.A. 2013
- Florida State University, B.S. Finance 2011

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2016-present; Vice President, Business Development

Interfaced with operations, IT, and sales teams and public sector employer clients for 40+ *LoansAtWork* implementations since 2016

- Supported employer clients on enrollments and communications
- Administered *LoansAtWork* electronic enrollment solution for new client launches to ensure client and employee success
- Presented *LoansAtWork* and financial literacy education programs at employee benefit fairs of public sector employer clients ranging from 500 to 20,000+ employees

- 2012-16; Various credit, financial and compliance roles (with, for example, HSBC Bank; Wells Fargo Advisors)

6+ YEARS' RELATED EXPERIENCE IN VOLUNTARY EMPLOYEE BENEFITS

NAME & TITLE: Chad Jorgensen; Senior Director, Partnerships

TAMPA

ROLE & RESPONSIBILITIES:

Role – Client Services Lead

Responsibilities –

- Partner with County human resources, employee benefits, and payroll teams as needed
- Attend on-site meetings with County – scheduled and *ad hoc*
- Conduct on-site employee enrollment events and provide financial literacy training, all as invited by the County at County's option
- Assist with County needs for employee communication/enrollment materials
- Coordinate reporting to County of all performance metrics, utilization information, etc. as required by RFP and/or resulting contract

PROFESSIONAL BACKGROUND:

Manager with focus on business development, partnerships, and national territory management; including implementation of financial services to for government institutions relating to emergency loans, financial literacy, requests for proposals, and employee relations

- University of Louisville

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2020-present; Senior Director, Partnerships
- 2012-20; Various sales and business development roles (with FinTech Credit Innovations; CarMax Auto Finance)

NAME & TITLE: Diane Mercogliano; Operations Manager

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Operations Lead

Responsibilities –

- Manage the Customer Service Contact Center and Payments areas, direct and indirect supervision of more than 30 employees (training, scheduling, redundancy, exception management, escalation, and issue resolution, etc.)
- Provide support to address participating employees' needs and questions to service loans or obtain any information required after enrollment
- Improve internal controls, assist with identifying and measuring strategic indicators, and increase overall efficiency
- Monitor systems and processes to ensure compliance with all applicable business requirements
- Manage and implement process improvement best practices

PROFESSIONAL BACKGROUND:

Manager with in-depth knowledge of banking products and regulatory compliance; extensive background in financial banking systems, loan operations, and training; skilled in Customer Relationship Management (CRM) program implementation and deployment, and enterprise-wide solutions and system reporting

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2019-present; Operations Manager
- TotalBank, 2010-18; Vice President, Operations Manager
- 2006-10; Various compliance monitoring roles (with, for example, The Morley Group; ProCompliance Advisory Group)
- 1998-2005; Various bank processing system deployment roles (with Bank of Coral Gables; StateTrust Bank; Gibraltar Bank)
- 1985-1993; Various operations support roles (with Citibank)

NAME & TITLE: Brendan Murphy; Business Operations Manager

MIAMI OFFICE

ROLE & RESPONSIBILITIES:

Role – Employer Client & Employee Customer Services Manager

Responsibilities –

- Manage the Customer Service Contact Center and Payments areas, direct and indirect supervision of more than 30 employees (training, scheduling, redundancy, exception management, escalation, and issue resolution, etc.)
- Provide support to address participating employees' needs and questions to service loans or obtain any information required after enrollment
- Oversight of payments posting, consumer reporting agency furnishing, treasury management, and exception-processing functions

PROFESSIONAL BACKGROUND:

Manager with significant employer client and employee customer service experience and commitment to the continuous improvement of processes and procedures; significant expertise in treating customers with empathy during times of stress; effective track-record in first-call resolution

1. Delaware County Community College

CURRENT & PAST RELEVANT WORK EXPERIENCE:

- BMG Money, Inc., 2021-present; Business Operations Manager
- BMG Money, Inc., 2019-21; Customer Service Supervisor
- 2015-19; Various customer service roles with increasing seniority (with, for example, TransUnion; ASD Media)

1.3.

BMG's experience and qualifications are without peer. Simply put, to our knowledge, there is no other organization with anywhere even near comparable experience in our market. As of this writing, Proposer has more than seventy (70) governmental or public entity clients – many of them in Florida – with many more to come. To date, we have serviced tens of thousands of loans, issuing **over \$2.2 Billion of loans to employees** who otherwise would have fallen victim to predatory payday loans. We are experts in the origination and servicing of the issuance of socially-responsible loans to the employees of our employer clients, and we have the wherewithal and experience to ensure that the County will be a satisfied client for as long as it chooses to continue to participate in the Program. BMG's Miami-based team includes exceptionally-qualified managers and staff who stand ready to support the Program. Our team members have decades of combined experience in supporting employment-based lending programs such as *LoansAtWork*.

Select Governmental or Public Entity Clients (similar in size to Broward County):

1. Alief Independent School District
2. Broward County
3. Broward County Public Schools
4. City of Fort Lauderdale
5. Halifax Health
6. City of Hialeah
7. Hillsborough County Public Schools
8. Jackson Health System
9. Leon County
10. City of Miami
11. City of Miami Beach
12. Miami-Dade County
13. Miami-Dade County Public Schools
14. Seminole County
15. Seminole County Public Schools
16. St. Lucie Public Schools
17. State of Florida – Department of Corrections
18. State of Florida – Department of Health
19. State of Florida – Department of Juvenile Justice
20. State of Florida – Highway Safety & Motor Vehicles Department
21. Tampa General Hospital

Only the City of Doral has terminated our services in the last five (5) years, due to the replacement of the management team that introduced our Program and the new team's desire to reorganize its employee benefits offerings.

1.4. BMG's Vendor Reference Verification forms have been submitted via *Periscope S2G*.

2. Program Interest Rate

2.1.

The standard rate for loans with no credit check, which is the maximum amount charged for any employee and is based on a simple interest loan is as follows:

Current *LoansAtWork* annual interest rate – 23.99% fixed

THIS PROPOSAL – *LoansAtWork* annual interest rate – 19.99% fixed

- BMG charges only “simple” interest – unlike many credit cards, there is no compounding – no interest-on-interest.
- BMG’s interest rate is fixed – it will not rise with the *Prime Rate* or ever increase for any reason.
- BMG NEVER charges any “penalty rates” of any kind.
- BMG does not offer deceptive introductory or “teaser” rates that start low and increase over time.

3. Implementation

3.1.

BMG offers free financial literacy training (bi-lingual – English and Spanish) and credit counseling to our employer clients' employees – ALL employees – (based upon the Consumer Financial Protection Bureau's *Your Money, Your Goals* curriculum) – whether they are *LoansAtWork* customers or not. A sample has been submitted via *Periscope S2G*.

In addition to offering our free financial literacy training to County employees, BMG will be glad to offer it to County residents at County facilities. We propose doing so on a quarterly basis four times per year, but of course we will design the plan in collaboration with the County and will offer the sessions more or less often as desired by the County.

Additionally, Proposer will offer ALL participating employees of the County free credit monitoring services so that they may monitor their consumer reports/credit scores in an effort to ensure accurate information and to improve scores over time.

3.2.

Simply put, in the event that BMG is awarded the contract under the RFP, there will be **NO implementation effort required of the County** – NONE whatsoever. The County and BMG have been partnering to offer the *LoansAtWork* program since 2016. Nothing needs to change, except, of course, that BMG always stands ready to make changes that the County may require (if any).

4. Analysis of Project Specific Vendor Questionnaire

4.1. BMG's Project Specific Vendor Questionnaire form has been submitted via *Periscope S2G*.

5. Location

5.1. Sadly, BMG is not a Locally Based Business as defined by the County. Our headquarters location is in the City of Miami, Miami-Dade County.

NEGOTIATIONS: BMG looks forward to an opportunity to participate in any negotiation meetings with the County after approval of the final ranking as recommended by the Evaluation Committee or otherwise at the County's convenience. At least one of the representatives for BMG participating in negotiations with the County will be authorized to bind BMG.

CBE PARTICIPATION: BMG understands that the County Business Enterprise (CBE) program shall not apply to this solicitation and that no CBE participation goal is assigned to this contract. However, BMG further understands that the County encourages proposers to give full consideration to the use of certified CBE firms to perform work under the contract. BMG absolutely will do so, and in fact has experience with related efforts. For example, BMG utilizes certain M/WBE vendors in connection with its current relationship with the School Board of Broward County.

PRESENTATIONS: BMG looks forward to an opportunity to make an oral presentation to the Evaluation Committee regarding BMG's approach to voluntary emergency loan programs and BMG's ability to perform on behalf of the County and its employees.

* * * * *

Again, we are grateful for the opportunity to submit this Proposal. We believe that BMG's *LoansAtWork* Program is the best way for the County to continue to protect its most important asset – its employees – from predatory payday lending. This simple, responsible, and low-cost emergency loan solution comes without any cost or liability to the County and has been helping those employees most in need for six years. We would be honored to continue partnering with the County and its staff.

Thank you in advance for your assistance in connection with this important matter, and please do not hesitate to contact us if we can be helpful in any way. As requested in the RFP, we stand ready to provide an oral presentation in support of this Proposal or to otherwise support the information contained herein.

Respectfully submitted,



Thomas C. McCormick
Co-Chief Executive Officer
BMG Money, Inc.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:	BMG Money, Inc.
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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 .	[X] Yes [] No	
2.	Proposer certifies program complies with all Federal and State regulatory requirements for consumer finance loans.	[X] Yes [] No	

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

Proposer's Signature: Thomas C. McCormick_____

Date: August 19, 2022_____

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:	BMG Money, Inc.
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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.	Loan repayment terms are 6 months to 24 months, at the participating employee's option. At the County CFO's sole discretion, we will increase maximum loan term to 48 months.
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.	BMG hosts a fast and convenient on-line application and approval process (see www.LoansAtWork.com). Copies of the application and loan agreement are attached. Most applications are decisioned within minutes and then referred to the County for verification, as per the County's requirements. There are no minimum participation requirements; there is no minimum number of participants or minimum participation percentage. BMG will support the Program for the County regardless of the number of participants. Participating employees may only have one loan at-a-time for any program; BMG limits the Program to one loan per married household; and participating employees may refinance their loans, using the proceeds of a new loan to pay a prior loan in full (allowing refinances ensures that participating employees do not feel required to borrow more than they need, fearing that they will not be able to borrow again until their loans are repaid at the end of the loan term). Importantly, participating employees may refinance no more than one (1) or two (2) times in any rolling twelve-month period, at the County CFO's option.
3.	Explain the timeframe for funding an approved loan.	Often same day, otherwise within one business day

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS		
#	Description	Response
4.	Describe the options for employees to receive loan funds. (i.e., check, direct deposit, etc.).	Loan proceeds will be sent to participating employees by either (at the employee's option): (i) automatic bank account deposit to an account held in the name of the participating employee; or (ii) paper check made payable only to the participating employee, sent via U.S. Mail to the participating employee's home address.
5.	How frequently does the Proposer provide a statement to the participant?	All account information is available 24x7x365 online, plus we send an annual statement in accordance with Florida law.
6.	Describe the financial literacy tools/training Proposer provides for employees applying for a loan and provide a sample.	BMG offers free financial literacy training (bi-lingual – English and Spanish) and credit counseling to our employer clients' employees (based upon the Consumer Financial Protection Bureau's <i>Your Money, Your Goals</i> curriculum) – whether they are <i>LoansAtWork</i> customers or not. A sample is attached. Additionally, Proposer will offer participating employees of the County free credit monitoring services so that they may monitor their consumer reports/credit scores in an effort to ensure accurate information and to improve scores over time.
7.	What is the name of your banking partner for funding the loans?	Bank of America
8.	Are the loans provided by Proposer insured by FDIC, NCUA, Federal Reserve or OCC?	Not applicable. Loans are never insured by any of these agencies; deposits are insured by the FDIC or NCUA. We do not take deposits.
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.	Not an employee of a participating employer client; already has a loan and is not eligible for a refinance; appears on U.S. Treasury OFAC banned persons list; or does not meet one-year length of employment requirement
10.	Describe the Proposer's process to collect remaining loan balance when an employee separates or retires from County employment.	Payroll deductions cease, of course. There are no balloon requirements; the County is NOT asked to deduct remaining loan amounts from final pay, retirement, etc. All loan terms remain the same, and the former employee may pay by check or electronically, according to same schedule and at the same interest rate. Prepayment in full is allowed, of course, without penalty, but it is not required at separation or at any other time.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS			
#	Description	Response	
11.	What is the frequency at which data is reported to the credit bureau(s)?	Once per month, all accounts to all three nationwide consumer reporting agencies (<i>Equifax; Experian; TransUnion</i>)	
12.	What materials/services does Proposer provide to support non-English speaking employees and hearing-impaired callers?	Our workforce is international. Tri-lingual (English, Spanish, and Portuguese) employee customer service is always available by toll-free telephone number, and in-person at BMG office location in Miami, during all standard business hours, Monday-Friday. Furthermore, at no expense to the County or any of its employees, BMG will make available by appointment, at either the BMG office or at a County location, translators fluent in Haitian Creole, American Sign Language (ASL), or any other language as required by any participating County employees. <u>THE BELOW ANSWER IS FOR THE QUESTION BELOW (#13) – THE FORM WILL NOT ALLOW THE INSERTION OF A RESPONSE THERE AT #13:</u> Participating employees may only have one loan at-a-time for any program; BMG limits the Program to one loan per married household; and participating employees may refinance their loans, using the proceeds of a new loan to pay a prior loan in full (allowing refinances ensures that participating employees do not feel required to borrow more than they need, fearing that they will not be able to borrow again until their loans are repaid at the end of the loan term). Importantly, participating employees may refinance <u>no more than one (1) or two (2) times in any rolling twelve-month period</u>, at the County CFO's option.	
13.	Describe Proposer's refinance terms including frequency.		
	Description	Yes/No	If No, BRIEFLY explain why.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS			
#	Description	Response	
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	County employees will NOT be turned down or charged more because of their credit scores. The entire point of the program is inclusion and access, not leaving behind the employees most in need. And employees with good credit scores should go to the Credit Union. There is no need for the County to compete with the Credit Union, instead focusing on the predatory lenders. Please beware of competitors that condition loan approval upon a certain FICO or credit score, or who use credit scores to charge some employees more than others. Almost all participating employees will be at the highest end of their prices – it is a <i>bait & switch</i>, and they will resist giving you real data about how many employees with excellent credit actually use their services at the low end of their price range.
15.	Does Proposer require employees to have a personal email address?	☒ Yes ☐ No	
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	Must be an employee of Broward County

PROGRAM SAFEGUARDS		
#	Description	Response
18.	Describe the Proposer's step-by-step process for identity verification used for each loan request.	Proposer will precisely follow the Program Safeguards as required by Section 6 of the County's Scope of Services without deviation and as described below.
19.	What is the name of the program Proposer uses to process facial recognition?	FaceTec (same technology used by U.S. Dep't. of Homeland Security)

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

20.	Describe the documents Proposer requires from employees to submit for facial recognition.	State-issued ID or driver's license PLUS "liveness proof" (live selfie showing 3-dimensions, movement, breathing, etc.)	
21.	What acceptable % match does Proposer require for facial recognition?	100%, anything short of perfect requires manual analysis of additional proof of identity	
22.	Describe the protocol Proposer uses when employee documents do not pass the facial recognition verification.	We require human-to-human telephone call and review of satisfactory evidence of identification PLUS we verify ALL applications from employees through Broward County Employee Benefit Services.	
23.	Explain how Proposer verifies employee's Florida Driver's License or State Issued ID card.	FaceTec technology performs this verification based upon each type of ID that may be presented	
24.	Describe any safeguards Proposer has in place regarding browser fingerprint (IP Address) to deter digital identity theft.	We capture all IP addresses, and a "flag" will not allow approval of subsequent applications from same address without verification (which can be legitimate, if verified, for example if from school site computer/network, etc.)	
25.	Describe any safeguards Proposer has in place for bank account cross-checking.	We require 100% of applications to have bank account verification through solutions such as <i>GIACT</i>	
26.	Describe email encryption platform or software Proposer uses to ensure communication between your employees and County staff are secure.	E-mails with employee specific information sent for County staff verification are encrypted using <i>Virtru</i> solution	
	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	Because IDs are often outdated, we use more reliable <i>TransUnion</i> or <i>Clarity</i> services to confirm that loan document address is current and accurate.

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

Proposer's Signature: Thomas C. McCormick_____

Date: August 19, 2022_____

Supplier: **BMG Money, Inc.**

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

Supplier: **BMG Money, Inc.**

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: **BMG Money, Inc.**
2. Doing Business As/ Fictitious Name (if applicable): **N/A**
3. Federal Employer I.D. no. (FEIN): **27-1246641**
4. Dun and Bradstreet No.: **055702796**
5. Website address (if applicable): **www.loansatwork.com**
6. Principal place of business address: **444 Brickell Avenue
Suite 250
Miami, FL 33131**
7. Office location responsible for this project: **444 Brickell Avenue
Suite 250
Miami, FL 33131**
8. Telephone no.: **305.851.6137** Fax no.: **none**
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:

☒ **Delaware**

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):
F09000004904

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

- a) BCP Securities, Inc. (Shareholder)
- b) EGL Empreendimentos Gerais Ltda. (Shareholder)
- c) Thomas C. McCormick (Co-Chief Executive Officer)
- d) Paulo Coroa (Co-Chief Executive Officer)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Thomas C. McCormick

Title: Co-Chief Executive Officer

E-mail: tom.mccormick@bmgmoney.com

Telephone No.: 305.851.6137

Name: Jose Patino

Title: V.P., Business Development

E-mail: jose.patino@bmgmoney.com

Telephone No.: 305.776.6612

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: Lisa Morrison, Employee Benefit Services

Date information provided: **Since June 30, 2017**

For what purpose was the information provided? We are the incumbent and we supply information in the ordinary course of servicing Broward County.

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 Entity 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:

Thomas C. McCormick
*AUTHORIZED SIGNATURE/NAME

Co-Chief Executive Officer
TITLE

Aug. 11, 2022
DATE

Vendor Name: **BMG Money, Inc.**

* 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).

Supplier: **BMG Money, Inc.**

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: **Bernie Friedman**

Lobbyist's Firm: **Becker & Poliakoff**

Phone: **954.987.7550**

E-mail: **bfriedman@beckerlawyers.com**

Name of Lobbyist: **Nicholas G. Matthews**

Lobbyist's Firm: **Becker & Poliakoff**

Phone: **954.985.4135**

E-mail: **nmatthews@beckerlawyers.com**

Thomas C. McCormick
Authorized Signature/Name

BMG Money, Inc.
Vendor Name

Co-Chief Executive Officer
TITLE

Aug. 8, 2022
DATE

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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).

Thomas C. McCormick

Co-Chief Executive
Officer

BMG Money, Inc.

Aug. 8, 2022

Authorized Signature/Name

Title

Vendor Name

Date

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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: **BMG Money, Inc.**

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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: **Thomas C. McCormick**
Title: **Co-Chief Executive Officer**
Vendor Name: **BMG Money, Inc.**
Date: **Aug. 8, 2022**

Revised 11/24/2021

Supplier: **BMG Money, Inc.**

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
Scope of Service Sec. 4 - Maximum Loan Amount	At the County CFO's sole discretion, we will increase maximum loan amount to \$10,000, subject to existing maximum bi-weekly payment amount limits.	Some of the higher paid employees have reached the maximum loan but are well under the payment limitations, so the CFO should have discretion to offer higher loan amounts.
Scope of Service Sec. 4 - Maximum Loan Term	At the County CFO's sole discretion, we will increase maximum loan term to 48 months.	Some employees will appreciate the option to borrow the same amount, but with a lower payment amount by extending the loan term.
Scope of Service Sec. 5 - Most Favored Nation	We will always offer the County Most-Favored Nation price protection on all new loans and refinances, but cannot recalculate interest on current loans.	Since these loans are closed-end installment loans governed by an upfront signed promissory note with a fixed payment amount, we can only modify rates upon a new loan or refinance.

Vendor Name: BMG Money, Inc.

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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: **Thomas C. McCormick**

VENDOR NAME: **BMG Money, Inc.**

TITLE: **Co-Chief Executive Officer**

DATE: **Aug. 8, 2022**

Revised May 1, 2021

Supplier: BMG Money, Inc.**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.	Emergency Employee Loan Program	N2111734P1	Human Resources Division; Employee Benefit Services	June 30, 2017	none	none
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total none none

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: **BMG Money, Inc.**

Thomas C. McCormick
Authorized Signature/Name

Co-Chief Executive Officer
Title

Aug. 11, 2022
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.	none	none	none	none	none	none	none
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total **none** **none**

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: BMG Money, Inc.

Thomas C. McCormick
Authorized Signature/Name

Co-Chief Executive Officer
Title

Aug. 11, 2022
Date

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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: **none**
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: **none**
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: **none**
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: **none**
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.

Thomas C. McCormick
Authorized Signature/Name

Co-Chief Executive Officer
Title

BMG Money, Inc.
Vendor Name

Aug. 11, 2022
Date

Revised 11/24/2021

Supplier: **BMG Money, Inc.**

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: Thomas C. McCormick

TITLE: Co-Chief Executive Officer

VENDOR NAME: BMG Money, Inc.

DATE: Aug. 8, 2022

Revised May 1, 2021

Supplier: **BMG Money, Inc.**

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