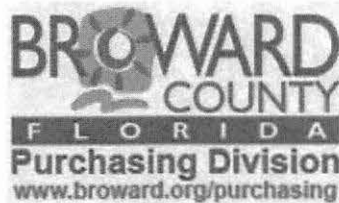


**Bid Tabulation Packet
for
Solicitation GEN2124409P1**

Voluntary Emergency Loan Program

Bid Designation: Public



Broward County Board of County Commissioners

CreditWorks LLC

Bld Contact **Marion Mathes**
mmathes@creditworksonline.com
Ph 305-520-9830

Address **4020 Hardie Ave.**
MIAMI, FL 33133

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**

CreditWorks LLC

Item: Administer Voluntary Emergency Loan Program

Attachments

Vendor Reference Verification Form GEN2124409P1 Voluntary Emergency Loan Program OCF 002Final.pdf

Vendor Reference Verification Form GEN2124409P1 Voluntary Emergency Loan Program OLSU Final.pdf

Credit Vendor Reference Verification Form GEN2124409P1 Voluntary Emergency Loan Program LCMH complete.pdf

FL License 2021 2022.pdf

FL Certificate of Status 08092022.pdf

WBE Certificate June 2022.pdf

Broward County Evaluation Criteria Sent.docx

Credit4Work_Registration_Login_Application_Steps.pdf

Sample_PROMISSORY NOTE-Florida_SD-52034.pdf

Addendum Quesion 13 Project Specific Questionnaire.docx

Enterprise Technology Services VSQ CreditWorks Bid GEN2124409P1.pdf

Its a Matter of Money Aug 2022.pdf

CreditWorks Insurance Letter RFP AUG 2022 1.pdf

RLI - RFP - RFQ Agreement Exception Form.html.pdf

ADDENDUM_NO_2_-_Project_Specific_Vendor_Questionnaire,_GEN2124409P1,_Voluntary_Emergency_Loan_Program CreditWorks Complete.docx

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	CreditWorks LLC			
Reference Date:	08/08/2022D			
Organization/Firm Providing Reference:	Ochsner Clinic Foundation			
Contact Name:	Donna Prinz			
Contract Title:	VP, HR Benefits			
Contact Email:	dprinz@ochsner.org			
Contact Phone:	504-842-9667			
Name of Referenced Project:	Credit4Work! Loan Program			
Contract Number:	N/A			
Date Range of Services Provide:	Start Date: August 2018	End Date: Ongoing		
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)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Access to several different loan types via payroll deduction to support employees with debt management				
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"):	CreditWorks LLC			
Reference Date:	08/08/2022			
Organization/Firm Providing Reference:	Ochsner LSU Health System			
Contact Name:	Jennifer Taffaro			
Contract Title:	Director, Benefits			
Contact Email:	jennifer.taffaro@ochsner.org			
Contact Phone:	504-703-0741			
Name of Referenced Project:	Credit4Work! Loan Program			
Contract Number:	N/A			
Date Range of Services Provide:	Start Date: June 2019	End Date: Ongoing		
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)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Access to several different loan types via payroll deduction to support employees with debt management				
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"):	CreditWorks LLC			
Reference Date:	08/10/2022			
Organization/Firm Providing Reference:	Lake Charles Memorial Health			
Contact Name:	Mary Matte			
Contract Title:	Human Resources Manager			
Contact Email:	mmatte@lcmh.com			
Contact Phone:	337-494-3257			
Name of Referenced Project:	Voluntary Emergency Loan Program			
Contract Number:	GEN2124409P1			
Date Range of Services Provide:	Start Date: March 2020		End Date: Ongoing	
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)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Credit4Work! financial wellness program including personal loans without a credit check repaid through payroll deduction.				
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:		



THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT
BUSINESS AS INDICATED BY THE LICENSE TYPE.

LICENSE TYPE: Consumer Finance Company

LICENSE NAME: CREDITWORKS LLC

ORIGINAL DATE OF
LICENSE: 12/19/2016

LICENSE NUMBER: CF9901183

LICENSE
EXPIRATION DATE: 12/31/2022

LICENSE MAIN ADDRESS:

STREET: 3191 CORAL WAY
SUITE 504

CITY: MIAMI

STATE: FL

ZIP CODE: 33145

State of Florida

Department of State

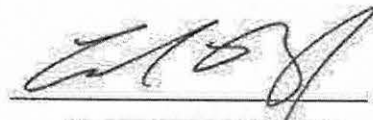
I certify from the records of this office that CREDITWORKS LLC is a limited liability company organized under the laws of the State of Florida, filed on December 24, 2015.

The document number of this limited liability company is L15000212625.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on May 2, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of August, 2022*




Secretary of State

Tracking Number: 3793870336CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

CreditWorks LLC

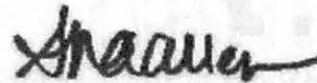
who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 27, 2019

Expiration Date: June 27, 2023

WBENC National Certification Number: WBE1901432

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Council Florida, a WBENC Regional Partner Organization.



Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 522291

UNSPSC: 60105401, 60105404, 84121501



Great Lakes
Women's
Business
COUNCIL

GREATER
WOMEN'S
BUSINESS
COUNCIL

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBEA

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL



Evaluation Criteria
Voluntary Emergency Loan Program

Section 1 – Ability of Professional Personnel

- 1.1 CreditWorks LLC is a certified women-owned business formed in December 2015 as a Florida limited liability company with its primary office located in Miami, Florida. Through our Credit4Work! Program, CreditWorks provides voluntary financial products and services designed to assist participants with building and improving their personal credit record. With both customized financial education programs and access to affordable loans without a credit check, Credit4Work offers opportunities to build credit and manage credit wisely at significant savings from those offered outside of the workplace. We believe that everyone deserves access to fair and affordable credit and that all people should be treated with dignity, respect and transparency. Our products and services are reflective of our mission to promote financial inclusiveness as an important component of a healthy workforce and to help working Americans improve their personal financial condition. We offer loans without a credit check but then report payments to the credit bureaus, helping participants build a strong record of managing credit.

CreditWorks has originated more than 20,000 loans totaling more than \$80 million in just under 4 years of operations. We have received the highest ratings from our customers, both employers and employees alike, and have seen credit scores of participants increase by an average of 64 points.

CreditWorks has been operating since August 2018 with an experienced and qualified team, many of whom have been working together in employer-based lending programs for more than a decade. Specifically, our founder, Marion Mathes, has more than 30 years of experience in consumer finance and banking, including more than 15 years of working with employment-based lending. She was the founder and first employee of BMG Money, the current contractor with the County, and created CreditWorks to provide better products that focus on credit-building and personal financial well-being as well as to incorporate more advanced technology and high levels of customer service. Other members of the team include 3 former BMG Money employees with more than 60 years of experience in consumer finance and employment-based lending, as well as seasoned professionals in finance, human resources, operations, customer service and collections. CreditWorks is a growth stage company with new clients coming on board in the fall of 2022 that will triple our customer base, and we will increase our headcount to accommodate our growth. Current total number of full-time employees is 8, with 4 more being added in fall 2022. We also outsource many of our administrative functions and have contracts with full time access to another 7 experienced professionals. Our customer service manager has maintained our staff with no turnover in 2021. In 2020 and 2019, one person left each year and was replaced.

- 1.2 The proposed Account Team for Broward County Employees has more than 30 years of combined experience in managing employee loan programs. All three individuals have been with Company since our first day of operations in 2018, and 2 of those started with the Company prior to that. The Broward County team will consist of the following:

CreditWorks!

Implementation Lead: Charles Smith, crsmith@creditworksonline.com . Mr. Smith has been working with CreditWorks for the last 5 years and has more than 25 years of global payment solutions and business architecture experience at both established banks and start up financial companies. He was most recently SVP of Operations at BMG Money prior to working with the CreditWorks team. He holds an MBA from Temple University's Fox School of Business and Management;

Operations Lead: Manuel Rizzon, mrizzon@creditworksonline.com ; Manuel Rizzon has been with CreditWorks for the last 5 years and was with BMG Money for the prior 8 years. He holds an MBA from the University of Miami and has a deep knowledge, understanding and experience in managing employee loan programs.

Customer Service: Vanessa Garrido vanessa@creditworksonline.com Vanessa Garrido has been managing a team of customer service representatives for employee loan programs for more than 6 years. She has been with CreditWorks since the day we began operations and spent the prior 2 years at BMG Money. Her team consistently receives customer approval ratings of 80%+ and we have had no consumer complaints through the CFPB or any regulatory agency or the Better Business Bureau.

1.3 To date CreditWorks has offered our programs primarily to non-profit healthcare systems with eligible employee counts ranging from 65 to 32,000. We provide our benefit program to the employees of the largest healthcare system in the state of Louisiana, Ochsner Clinic Foundation (reference attached), as well as other non-profit healthcare systems that are a bit smaller. Please see attached references from Lake Charles Memorial Health (2,600 employees) and Ochsner LSU North Health System (3,100 employees). We are in the process of adding many new employers, all of whom are primarily large healthcare and government entities, including one with 42,000 employees coming on in the fall of 2022. Working with Broward County will be a seamless addition for our team, and we are committed to continuing to provide the highest levels of customer service to both our employer and our employee clients.

1.4 See attached references

Section 2: Program Interest Rate

2.1 The maximum simple interest rate for loans with no credit check will be 18.99% for County employees. Interest rates will range from 0% for QuickRelief Loans to 18.99% for Flexible LifeLine loans. As per Florida regulations, a \$25 credit investigation fee will be charged on all loans. QuickRelief Loans are \$500 loans with 0% interest and a \$25 fee for a 5-month term. This program is designed to help anyone get out of the payday loan debt trap and improve their credit at the same time. While no credit check is required to qualify, payment history is reported to the credit bureaus and can help participants improve their credit. This product is unique among our competitors. Our Flexible LifeLine loans range from \$500-\$10,000, carry a 18.99% simple interest rate with terms of up to 3 years. Participants use these loans to improve their personal financial condition by paying off high-rate debt, handling unexpected expenses or deferred maintenance, and catching up on past due bills to avoid paying late fees. Flexible LifeLine loan amounts are based on income and tenure with no credit check, and payment history is reported to the credit bureaus. There are no prepayment penalties of any kind and no late fees charged on these loans, even when payments are past due.

CreditWorks!

We are also happy to offer low-cost personal loans to those with prime credit should the County desire to add this product to the menu for employees. Our BetterCredit loans carry simple interest rates of 6.99-18.99%, loan amounts of up to \$20,000 and terms of up to 3 years for those with high income, tenure and credit scores. A credit check is required and authorized by the applicant prior to providing an approval, and if the applicant does not have the credit score needed to be eligible for the product, they will be offered the standard Flexible LifeLine and Quick Relief Loans. Again, no prepayment or late fees on the BetterCredit loan product.

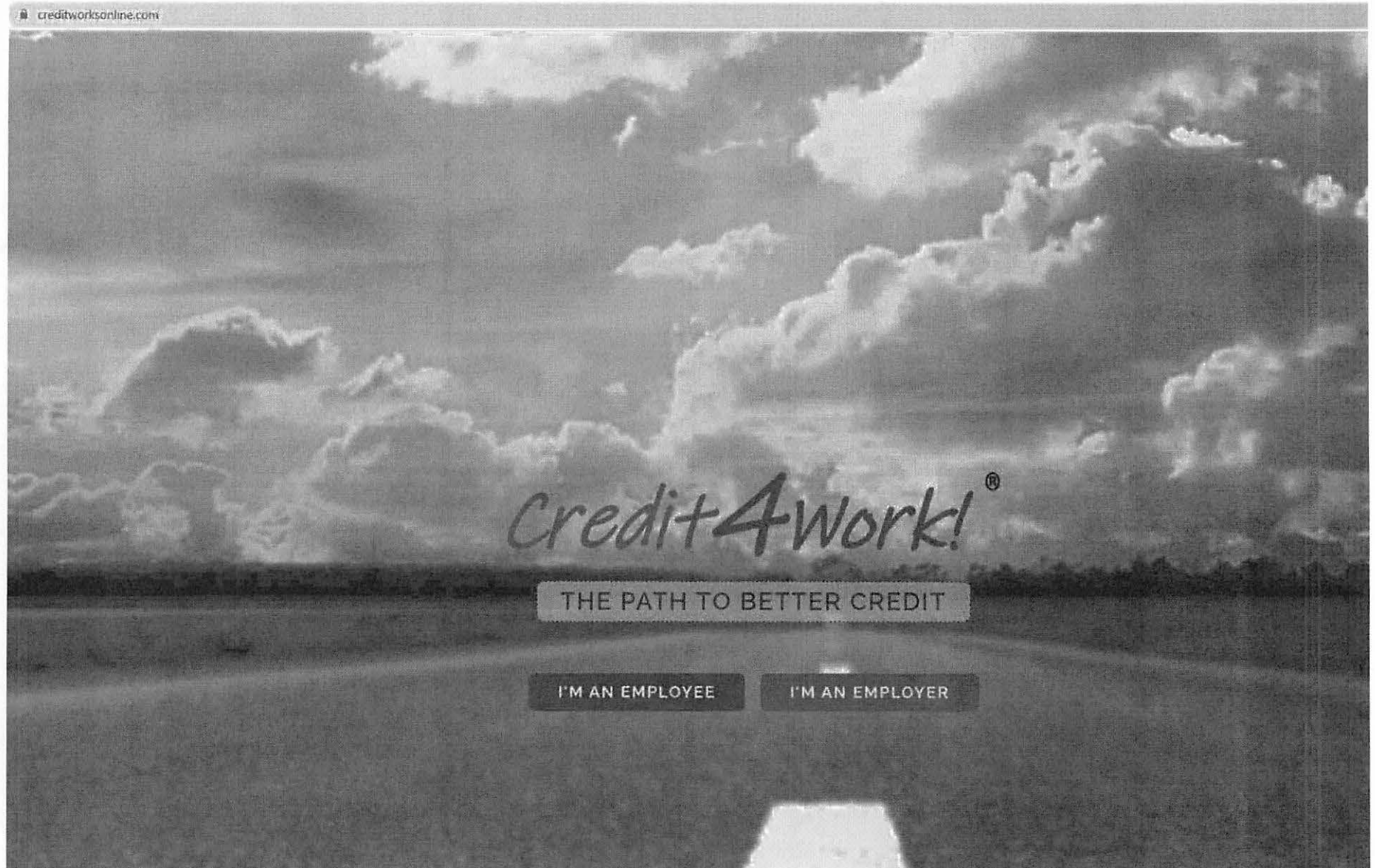
Section 3: Implementation

3.1 Standard financial education and training resources are available through our website and include the FDIC's Money Smart program, Wells Fargo's Hands On Banking program, and a Free Personal Financial Health Assessment provided by the CFPB. These resources have been selected as they provide the best available in terms of accurate information, ease of use, personalization and reputable sources. In addition, CreditWorks will offer a series of customized interactive financial education seminars (or webinars) covering such topics as building credit, avoiding financial pitfalls, and managing one's money. No attempt to sell any of CreditWork's programs will be included in these sessions. We are open to providing further customized financial education programs as the County may request and these financial education events will be available to all County employees.

3.2 Implementation with the County will be managed by our experienced Implementation Lead Charles Smith. There will be three files that will be exchanged between the County and CreditWorks on a regular basis, and CreditWorks will provide all files in a format satisfactory to the County and accept the County's format for the file to be provided by the County. The set-up will consist of simple sharing of the data dictionary and testing of the formatted files which should not take significant time on the part of the County. Periodic file exchanges will be made via a secure SFTP site and provided in a format that can be run through the County's payroll system without any manual intervention. Eligibility files including unique employee identifier, date of hire, salary and employment status will be provided by the County at a minimum of once per pay period and CreditWorks will provide the payroll deduction files on the appointed date prior to the County's payroll run date. A receipt file indicating the successful deductions will be provided to CreditWorks and payments will be posted on the paydate on which the deduction occurred. The simplicity of working with our experienced staff has been a point of strong recommendation from our employer clients. We will work with the County to set up simple processes, automated when possible, to add any additional approvals the County requests beyond our current standard processes.

Credit4Work!

Login and Application Workflow



*Register Page:

Credit4Work! Home

Login

User Name (Personal Email Address)

Password *

[FORGOT PASSWORD?](#)

Login

Not yet a member of the Credit4Work Community? Please Register and create an online user account

Register

Credit4Work! Home

My Employer Access Code

Please enter your Employer Access Code and select NEXT 1

Next

[Forgot My Employer Access Code](#)

***Forgot Employer Code Page:**

Credit4Work!

[Home](#)

Forgot Employer Code

If you have forgotten or do not know your Employer Code, please complete and submit the form below and a CreditWorks representative will contact you within one business day.

Employee ID/Code 

Email Address 

Save

Cancel

Our Company

[About](#)
[FAQs](#)
[News](#)

Our Products

[For Employers](#)
[For Employees](#)

Legal Things

[Terms](#)
[Privacy](#)

Contact Information

Email:
ask@creditworksonline.com
Phone:
(800) 409-3765

Quick Contact

Name *

Email *

Telephone *

Employee ID *

Submit

Clear

***Registration Page (1):**

Credit4Work! Home

My Employer Access Code

Please enter your Employer Access Code and select NEXT

cshealth

Next

Forgot My Employer Access Code

Our Company

- About
- FAQs
- News

Our Products

- For Employers
- For Employees

Legal Things

- Terms
- Privacy

Contact Information

Email:
ask@creditworksonline.com

Phone:
(800) 409-3765

Quick Contact

Name *

Email *

Telephone *

Submit

Clear X

***Registration Page (2):**

Credit4Work Home

Employer Registration / Identification

You may qualify for a loan if you are :

- 1 Over 18 years of age
- 2 Not currently in bankruptcy
- 3 At least 1 year at your job

Other terms and conditions apply. Not all applicants will qualify for a loan.

Employee ID/Number Code *

Date of birth *

Next

Our Company

About
FAQs
News

Our Products

For Employers
For Employees

Legal Things

Terms
Privacy

Contact Information

Email:
ask@creditworksonline.com
Phone:
(800) 409-1765

Quick Contact

Name *

Email *

Telephone *

Submit

Clear X

***Registration Page (3):**

 [Home](#)

EMPLOYEE REGISTRATION - CREATE EMPLOYEE USER ACCOUNT

First Name ¹

Middle Name ¹

Last Name ¹

HOME

D

PLATE

User Name(Personal Email address) ¹

Confirm User Name(Personal Email address) ¹

Create Password ¹

Confirm Password ¹

Select password challenge question

Challenge question answer ¹

Select

Save & Continue

Our Company
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[FAQs](#)
[News](#)

Our Products
[For Employers](#)
[For Employees](#)

Legal Things
[Terms](#)
[Privacy](#)

Contact Information
Email:
ask@creditworksonline.com
Phone:
(800) 409-3753

Quick Contact
Name *
Email *
Telephone *

Submit Clear X

Login Page (1):

Credit4Work!

[Home](#)

Login

User Name (Personal Email Address)

Password *

[FORGOT PASSWORD?](#)

Login

Not yet a member of the Credit4Work Community? Please
Register and create an online user account

Register

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Our Products

[For Employers](#)
[For Employees](#)

Legal Things

[Terms](#)
[Privacy](#)

Contact Information

Email:
ask@creditworksonline.com

Phone:
(800) 409-3765

Quick Contact

Name *

Email *

Telephone *

Employee ID *

Submit

Clear X

*Forgot Password Page:

Credit4Work!

[Home](#)

FORGOT PASSWORD

If you have forgotten your Password, please complete and submit the form below. CREDITWORKS will send a Password reset link and code to your Email

Email Address 

Save

Our Company

[About](#)
[FAQs](#)
[News](#)

Our Products

[For Employers](#)
[For Employees](#)

Legal Things

[Terms](#)
[Privacy](#)

Contact Information

Email:
ask@creditworksonline.com
Phone:
(800) 409-3765

Quick Contact

Name *

Email *

Telephone *

Employee ID *

Submit

Clear X

Customer Dashboard Page (1):

Credit4Work!

Home



JOHN BRINTRALL

Loan Dashboard

My Applications

My Loans

My Payments

My Documents

Refinance



Hello, JOHN

Profile Picture

[Redacted]

[Redacted]

[Redacted]-2039

Original Loan
amount
\$5025

Outstanding
Loan Balance
\$4018.40

Principal
Loan Balance
\$4000.00

Payment
Amount
**\$205.50/Bi-
weekly**

Customer Information

Customer	JOHN [Redacted]
Employee Id	[Redacted]
Account Name	C and S HEALTH SYSTEMS
Residence City	SEBASTIAN
Residence State	Florida
Gross Annual Income	\$71000

Current Loan Information

Loan Number	[Redacted]
Loan Product	FLEXIBLE LIFELINE LOAN Test
Application Date	2022-07-14
Application Approval Date	2022-02-04
Loan Execution date	2022-02-04
Last payment posting date	2022-02-04
Original Maturity Date	2022-08-05
Amount to current	0
Days Past Due	0

Refinance Page:

Credit4Work!

Home JOHN BRINTRALL

1. Loan Dashboard

2. My Applications

3. My Loans

4. My Payments

5. My Documents

Refinance

Refinance

Name: JOHN

Your Loan Number:

Your loan's current payoff amount as of today: \$4018.40

Your current loan payment amount: \$205.5

If you refinance today, the outstanding principal loan balance and any unpaid fees and interest outstanding on your existing loan will be subtracted from the new loan that you design.

CreditWorks permits only one outstanding loan per customer at a time, so you must refinance your current loan balance into a new loan. The new loan proceeds you will receive will be the difference between the current loan's payoff amount and the new loan amount.

Your loan payment amount may increase if you choose to refinance your current loan.

If your current loan is paid in full at the time any payment(s) pursuant to this loan is received by CreditWorks, we will apply any or all of such payment(s) to any outstanding indebtedness or other obligations owed by you to CreditWorks and/or refund any excess to you, if any, after application of such payment(s).

You are required to complete a new loan application as part of the loan refinance process.

If you are interested in refinancing your existing loan balance, please click on the **Refinance Continue** button below.

* Other terms and conditions apply. Not all applicants will qualify for a loan. ?

Continue

8/22/2022

BldSync

p. 23

Application Page (1): Identification Details

Credit4Work!

Home

homep@malinator...

Step 1/8
1 Identification Details 2 3 4 5 6 7 8

Identification Details

Please provide your identification details

* Employee ID ¹

710211229

Date of Birth

11/12/1974

* SSN ¹

* Confirm SSN ¹

* Additional Identification Type ¹

--None--

* State of Issuance ¹

--None--

* Additional Identification Number ¹

* Current Bankruptcy Proceeding? ¹

--None--

☐ By checking the box I acknowledge that I have read, understand and agree to be bound by all the terms and conditions of the Terms of Use.

Back

Next

Application Page (2): Contact Details

Credit4Work!

[Home](#)

 homepgmailinator...

1 2 Step 2/8 Contact Details 3 4 5 6 7 8

Contact Details

Please provide your contact details

* Primary Phone Type ① --None--	* Primary Phone ① *
* Secondary Phone Type ① --None--	* Secondary Phone ① *
* Residence - Rent or Own ① --None--	* Years at Residence ① --None--
☐ Copy from Home Mailing address	
Home Mailing Address * HOME MAILING ADDRESS ① 5476 CORAL WAY	Residence Street Address * RESIDENCE STREET ADDRESS ① No PO Box
HOME MAILING ADDRESS LINE 2 	RESIDENCE STREET ADDRESS LINE 2
* Zip Code ① 33145	* Residence Zip Code ①
* City 	* Residence City

(Cont.):

* City	* Residence City
Miami	Miami
* State	* Residence State
Florida	Florida

☒ You agree that, in order for CREDITWORKS LLC to service this loan or to collect any amounts you owe, that we may from time to time make calls and/or send text messages to you at any telephone number associated with your loan, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further agree that in order for us to service your loan or to collect any amounts you owe, CREDITWORKS LLC may send emails to you at any email address you provide to us or use other electronic means of communication to the extent permitted by law.

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Application Page (3): Employment Details

Credit4Work!

[Home](#)

[homepgmallinator...](#)

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Step 3/8
Employment Details

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Employment Details

Please provide your employment details

* Pay Cycle ⓘ

Weekly

Date of Hire

1/31/2019

* Gross Pay Per Pay Period ⓘ

\$800.00

* Net Pay Per Pay Period ⓘ

* Position ⓘ

--None--

* Current Employment Status ⓘ

Regular Full-Time

☐ Authorization for Employer to Share Information with CreditWorks LLC

I authorize my employer to share my employment information with CREDITWORKS LLC, as requested by CREDITWORKS LLC, to verify my employment information for this loan application.

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Application Page (4): Loan Funding (Direct Deposit)

Credit4Work!

Home  JOHN BRINTRALL

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Step 4/8
Loan Funding

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Loan Funding Method

Please select your loan funding method

☒ Direct Deposit

☐ Check

* Bank Name [?]

* Account Type [?]

Checking ▼

Bank Routing Number

Confirm Bank Routing Number

Bank Account Number

Confirm Bank Account Number

U.S. CHECKS

PAY TO THE ORDER OF _____ DATE 1001

\$ _____ DOLLARS

FOR _____

BANK ROUTING NUMBER BANK ACCOUNT NUMBER

← Back

Next

Application Page (4): Loan Funding (Check)

Credit4Work!

Home

homepp@mailinator...

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Step 4/8
Loan Funding

Loan Funding Method

Please select your loan funding method

☐ Direct Deposit

☒ Check

Select Mailing Address

☒ Home Mailing Address

5478 CORAL WAY
Miami
Florida 33145

Back Next

Application Page (5): Design Your Loan

Credit4Work!

[Home](#)

[homep@mallinator....](#)

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Step 5/8
Design Your Loan

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Design Your Loan

Credit4Work offers the following loan options to assist with your financial needs

QUICK RELIEF LOAN

Do you need \$500? Choose our
QUICK RELIEF!

- ✓ with a 5-month term
- ✓ 0% interest rate
- ✓ a \$25 up-front fee.

QUICK RELIEF LOAN

FLEXIBLE LIFELINE LOAN

Do you need more than \$500
(up to a maximum of \$6,000)?
Choose our FLEXIBLE LIFELINE!

- ✓ with a term of up to 2 years
- ✓ 23.99% simple interest
- ✓ a \$25 up-front fee.

FLEXIBLE LIFELINE LOAN

QUICK ACTIVE LOAN

Do you need \$250? Choose our
QUICK ACTIVE!

- ✓ with a 1-month term
- ✓ 0% interest rate
- ✓ a \$10 up-front fee.

QUICK ACTIVE LOAN

Credit4Work!

1 2 3 4 5/6 7 8

Design Your Loan

Credit4Work offers the following loan options to assist with your financial needs.

FLEXIBLE LIFELINE LOAN

Test

Do you need more than \$500 (up to \$10,000)?

Design Your Loan That's Right For You

Existing Loan Payoff Quote Amount: \$4018.4

Select Your Loan Amount

\$10000 (New Cash To You: \$5981.60)

New Cash to You: \$5981.60

Get your Loan Details

X

Credit+4work!

X

Design Your Loan That's Right For You

Existing Loan Payoff Quote Amount: \$4018.4

Select Your Loan Amount

\$10000 (New Cash To You: \$5981.60)

New Cash to You: \$5981.60

Get your Loan Details

Select your term

12 Months Payment Amount \$217.21 Number of Payments 52 Select 12 Months	18 Months Payment Amount \$153.26 Number of Payments 78 Select 18 Months
24 Months Payment Amount \$121.51 Number of Payments 104 Select 24 Months	30 Months Payment Amount \$102.63 Number of Payments 130 Select 30 Months
36 Months Payment Amount \$90.20 Number of Payments 156 Select 36 Months	

Credit4Work!

X

Your selected Flexible Lifeline Loan Details

Loan Amount	\$10000
Existing Loan Payoff Quote Amount	\$4018.4
New cash to You	\$5981.60
Term in Months	36
Number of Payments	156
Payment Amount	\$90.20
Estimated First Payment DueDate	2022-02-18
Payment Frequency	Weekly

- 1 Only one loan per employee is permitted to be outstanding at any time. Our loan products do not charge prepayment penalties or late fees.
- 1 CREDITWORKS LLC charges \$25 Credit Investigation Fee on all loans. The Fee is used to offset the cost of Investigating and processing your loan application.
- 1 Your loan application is subject to application and employment verifications. Other terms and conditions apply. Not all applications will qualify for a loan.
- 1 Your loan information is accurate as of today's date. If your loan application is approved on a subsequent date, your loan terms may be recalculated as of the date that you sign your loan documents.

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Application Page (6): Monthly Budget

Credit4Work!

Home



JOHN BRINTRALL

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6 Step 6/8
Monthly Budget

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My Monthly Budget

Please select your monthly budget

My Monthly Net Income

* Net Pay Per
Pay Period

\$1,200.00

Other Income
(after taxes)

Total Monthly Net Income :

\$5,200.00

My Monthly Expenses

Housing (Rent
or Mortgage)

Utilities
(electric, Gas,
Internet, Phone)

Groceries (food,
meals out)

Transportation
(gas, public
transport, auto
maintenance)

Health
(medicine,
eyeglasses)

Insurance (auto,
home, renters,
life)

Finance (auto &
personal loans,
credit cards,
fees)

Personal and
Family (enter-
tainment, child
care)

Other (property
taxes, school
payments)

Total Monthly Expenses :

\$0.00

Monthly Estimated Future Loan Payment

\$195.43

Monthly Remaining Available Cash

\$5,004.57

Next

Application Page (7): Loan Summary

Credit4work!

Home



JOHN BRINTRALL

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Step 7/8
Loan Summary

8

My Loan Summary - Good Faith Estimate

Please Check Your Loan Summary

Loan Proceeds Paid Directly to Borrower \$5981.6

Loan Proceeds Credited on My Loan Account With You, Including to Repay Any of My Existing Loan(s) With You \$4018.4

Credit Investigation Fee \$25

Loan Amount \$10025

Loan Term in Months 36

Number of Pay Periods (Payments) 156

Loan Payment Per Pay Period \$90.2

Annual Simple Interest Rate 23.99%

Annual Percentage Rate (APR) 24.11%

First Loan Payment Date 2022-02-18

Loan Funding Method Check

Check Mailing Address 1038 COLE TER SEBASTIAN Florida 32958

1 CREDITWORKS LLC charges a \$25 Credit Investigation Fee on all loans. The Fee is used to offset the cost of investigating and processing your loan application.

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Submit Application

Application Page (8): Application Status

Credit4Work!

[Home](#)



JOHN BRINTRALL

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Step 8/8
Application Status



Your Application is Being Created, Please Wait ...

CreditWorks is processing your loan application. This process may take few minutes. Please do not select your browser's Back Arrow or Refresh your screen while we are processing your loan application. Thank you for your patience and interest in a CreditWorks loan product.

Credit4Work!

[Home](#)



JOHN BRINTRALL

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Step 8/8
Application Status



Application Created Successfully

Your loan application has been conditionally approved. CreditWorks is verifying your application information and will notify you by email or phone if additional information is needed. If you need further assistance, please contact us via email to service.delivery@creditworksonline.com or call us at 800 409-3765. Thank you.

[Return to Home](#)

Promissory Note (Florida Consumer)

GEN2124409P1

CreditWorks LLC**Execution Date:** 02/12/2019 **Funding Date:** 02/12/2019 **Maturity Date:** 02/14/2020**Employer:** C and S HEALTH SYSTEMS **Loan Contract ID:** 211-00002010

In this Note (except in the Notice to Consumer), the terms "I", "me" and "my" refer to the undersigned Borrower, and the terms "you", "your" and "yours" refer to CreditWorks LLC, a Florida limited liability company, with an address at 3191 Coral Way, Suite 504, Miami FL 33145, and its successors and assigns.

Promise to Pay. In return for a loan received from you, I promise to pay to you the principal amount of: Eight Hundred United States Dollars (\$800.00) plus simple interest on the unpaid principal balance each day from the Funding Date shown above until this Note is repaid in full. Interest will be calculated at the annual rate of 23.99%. A fee of \$25.00 will be deducted from my loan proceeds to reimburse a portion of the costs for investigating my character and credit.

Before the Maturity Date shown above, payments will be due under this Note (consisting of principal and accrued interest) in the amounts as provided in the Payment Schedule set forth below.

On the Maturity Date shown above, I will pay to you the entire unpaid balance of outstanding principal and accrued interest. I agree to pay a Returned Payment Fee equal to the lesser of \$20 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	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
30.17 %	\$ 131.33	\$ 800.00	\$ 931.33

Payment Schedule. My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Scheduled
51	\$17.91	Commencing on 02/22/2019
1	\$17.92	Commencing on 02/14/2020

Security. The loan is not secured.

Prepayment. If I pay off early, I will not have to pay a penalty and may be entitled to a refund of all or part of the finance charge.

I should see the provisions on the reverse side of this Note for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

At my request, the above Payment Schedule is the same as my Employer's schedule for paying me. I understand, however, that payment defaults under this Note are determined on a monthly basis.

ITEMIZATION OF AMOUNT FINANCED

(a) Amounts paid directly to me or retained by you for any financed Prepaid Finance Charge.....	\$300.00
(b) Amounts credited on my loan account with you (including to repay any of my existing loan(s) with you)	\$525.00
(c) Prepaid Finance Charge	\$25.00
(d) Amount Financed (a + b - c)	\$800.00
(e) Finance Charge (Include Prepaid Finance Charge)	\$131.33
(f) Total of Payments (d + e)	\$931.33

Notice to Consumer

(1) DO NOT SIGN THIS PAPER BEFORE YOU READ IT, INCLUDING THE WRITING ON THE REVERSE SIDE, 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.

I HAVE READ AND ACCEPT ALL TERMS OF THIS NOTE, INCLUDING THOSE ON THE REVERSE SIDE. I ACKNOWLEDGE RECEIPT OF AN EXACT AND COMPLETED COPY OF THIS NOTE.

E-Signed by JIM ROADHOUSE on 11/27/2019

Borrower

Address: 23 SW 67 Street,
MIAMI, FLORIDA 33155

ADDITIONAL NOTE TERMS AND CONDITIONS

FEDERAL TRUTH-IN-LENDING DISCLOSURES. I understand that you have provided these disclosures (the "Disclosures") to me even though my loan may not be subject to the provisions of the Truth-In Lending Act. The Disclosures (other than the Payment Schedule 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 Amount of Payments, Finance Charge and Total of Payments shown in the Disclosures are based on the assumption that I will pay each scheduled payment in full on its due date. 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.

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.

RESPONSIBILITY OF PERSONS SIGNING 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.

INTEREST. Interest on this Note is calculated on a simple interest basis. 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.

PAYMENTS. Each payment received by you shall be applied first to the accumulated interest and other charges and then to the unpaid principal balance and otherwise in accordance with applicable law. If this Note is paid in full at the time any payment pursuant to this Note is received by you, you will, at your option, apply any or all of such payment to any outstanding indebtedness or other obligations owed by me to you and/or refund any such excess funds to me.

PREPAYMENTS. Even though I need not pay more than the scheduled payments, 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. The more rapidly I repay the amount I borrowed, the smaller the total finance charge earned by you will be. Partial prepayments may be applied by you in any manner permitted by applicable law.

PERMISSION TO CONTACT EMPLOYER. You have permission to contact my Employer shown above.

DEFAULT. Unless "default" is defined otherwise under applicable state law, "default", with respect to this Note, means without justification under any applicable law:

- (a) If 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) If 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.
- (c) If the payments scheduled to be made in any thirty (30) day period which occurs after the Funding Date set forth on the face of this Note are not received by you by the last day of that thirty (30) day period.

YOUR RIGHTS AFTER DEFAULT. Upon occurrence of a default and expiration of the minimum applicable legal period to cure default, if any, you will have the rights the law allows, which include:

- (1) **DEMAND FOR PAYMENT IN FULL.** You may declare the entire unpaid balance of this Note immediately payable.
- (2) **SET-OFF. TO THE EXTENT PERMITTED BY LAW, YOU MAY APPLY AGAINST THE AMOUNT I OWE YOU ON THIS NOTE ANY MONEY THAT YOU OR ANY OF YOUR AFFILIATES MAY OWE ME.**

(3) **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 law.

(4) **DEFAULT INTEREST.** You may charge a default rate of interest to the extent permitted by applicable law.

APPLICABLE LAW. This Note is governed by 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 report to your affiliates information from my credit application, my credit bureau report or any other information you have about me unless I request otherwise by writing you at your address set forth on the face of this Note. Late payments, missed payments or other defaults on my loan may be reflected in my credit report.

Project Specific Vendor Questionnaire – CreditWorks LLC

Addendum -Negotiable Items Question 13

13. Participants may refinance their loans upon meeting all of the criteria of a new loan plus the completion of the prior 6 consecutive payroll deduction payments and a minimum of \$500 must be available based on the maximum credit to be granted to the participant. Currently we allow participants the option to refinance no more than 3 times in any 12-month rolling period, but will reduce this to two times as per request from the County in the solicitation.

This is being provided separately because the fillable section on question 13 was not accepting our answer.

Marion Mathes

8/11/2022



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 on 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.

[Remainder of page is intentionally left blank.]

BidSync

GEN2124409P1

Broward County Board of
County Commissioners

Vendor Name:	Credit Works LLC
Vendor Type (Manufacturer, Reseller, Other? If Other, specify.):	Voluntary Benefits Provider - financial benefit for employees
Technical Contact Name / Email Address:	Charles Smith crsmith@creditworks online.com
Product Name / Description:	Credit 4 Work : credit building program offering personal loans repaid through payroll deduction
Solicitation Number and Title (If applicable):	GEN 2124409P1 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.)	No	
STOP: If you selected NO for Questions 1 through 4 above, PROCEED TO SECTION 2.				
5	Supporting Documentation	Provide the following: a) Workflow diagram of stored or transmitted information (for SaaS and Hosting Services only)		
6		b) Security / Network Architecture diagram (for SaaS and Hosting Services only)		
7		c) Secure Coding standard (for Application Development Services only)		
8		d) Application Security Program standard (for Application Development Services only)		

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

BidSync

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Broward County Board of
County Commissioners

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

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

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

BidSync

GEN2124409P1

Broward County Board of
County Commissioners

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

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Broward County Board of
County Commissioners

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

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

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County Commissioners

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

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

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

39	Regulatory Compliance	Is the software or solution currently certified by any security standards (e.g., PCI-DSS, HIPAA)? Provide proof of compliance documentation.		
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SECTION 3: HARDWARE

No.	Area	Description	Vendor Response	
			YES/NO	Comments
1	REQUIRED: Will your organization provide HARDWARE?		<i>No</i>	
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.		

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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?		

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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:	Credit Works LLC
Printed Representative Name:	Marlon Mathes
Printed Representative Title:	President
Signature:	<i>[Handwritten Signature]</i>
Date:	8-11-2022

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Broward County Board of
County Commissioners

Credit+4Work!

It's a Matter of Money!

Financial Wellness | Affordable Credit | Social Impact



Credit+4Work!

121

What we will cover today

- Start a spending diary to track where your money goes
- Organize your current bills and calendar them
- Check your credit and learn what influences your score
- Set financial goals a plan to meet them
- Start saving for yourself!



Credit+4Work!

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Setting Financial Goals

Make them specific to what you want within a certain time period



Identify and Write Down Your Financial Goals

- Improve Your Credit Score
- Never Pay a Late Fee Again



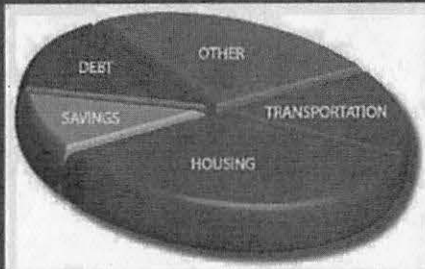
Organize Your Financial Goals Educate Yourself Evaluate Your Progress

Credit4Work!

Why create a spending plan

What is a spending plan?

A step-by-step plan for meeting
expenses in a given period of time



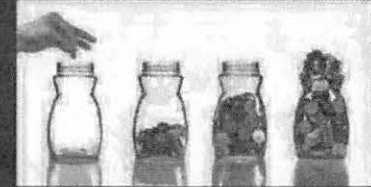
✓ Helps reduce anxiety

✓ Gives you a sense of
control over your
money

✓ Helps you build assets

Credit4Work!

Spending Plan Tips



- Keep track of your daily spending
- How can I decrease spending?
- Determine your monthly income and expenses
- How can I increase income?



Credit4Work!

161

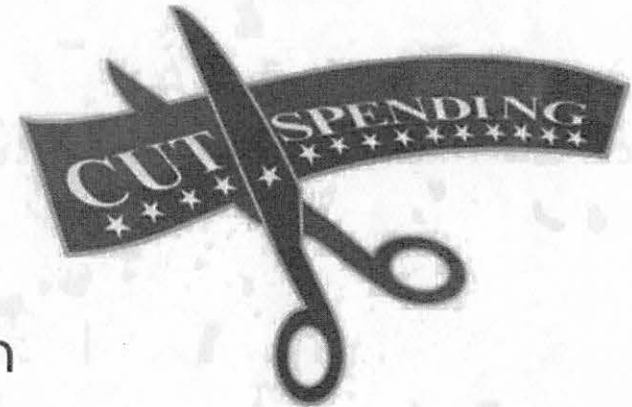
Monthly Worksheet Example

Income	Expenses	
\$3,500	Rent	\$1,000
(\$2100 + \$1400)	Loans & bills	240
	Child care	400
	Savings	75
	Telephone & Internet	90
	Food	400
	Transportation	220
	Personal Expenses	150
	Total	\$2,575



Credit4Work!

Decreasing Spending



171

Decreasing spending increases your cash

Let's talk about some ways you can cut back on your spending

**Cancelling
subscriptions that
you no longer use**

**Bringing food from
home for breakfast
and lunch**

**Paying bills on time
and stop paying late
fees!**

Credit4Work!

181

Increasing Income



- Tax Credits:
1. Earned Income Tax Credit (EITC or EIC)
 2. Child Tax Credit
 3. Credit for child and dependent care expenses
 4. Education credits
 5. Tax credits for contributions to retirement savings

Using Flexible Spending Accounts

FDIC



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191

When There are More Expenses Than Income



What payments should you make first if you cannot pay all of your bills?

- Pay your necessary household expenses first (rent, food)
- Think about the health and safety of your family when prioritizing bills



Seek assistance to help cover expenses

Credit4Work!

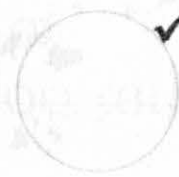
Paying Your Loans

If you are having trouble
paying your loans, consider:

Get counseling!



✓ Paying off the loan
with the highest cost
to borrow first



✓ Shopping for lower
rate debt
consolidation loans

✓ Talk to your Creditors

1101

10

Credit4Work!

1111

Traps to Avoid

Late fees add up quickly
Overdraft fees on bank accounts
Payday loans are a poor choice due to short term and high fees
Rent-to-own stores are terribly expensive
You will probably never need credit insurance, and it is costly
Identity theft programs are expensive and don't enhance your options
Warranties and other added "protections"



Read the fine print

Shop around

**Talk about money
with friends**

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1121

Other Debt Traps

Mismanaging credit cards
Raiding retirement savings

Co-signing a loan

Buying or renting “too much house”

Be careful of student loans (for expenses) and for-profit colleges

Over-improving your home

Starting a marriage with extra debt



It's Your Money

Think Before You Buy

Be Money Smart

Credit4Work!



1131

Review Your Credit Score

Obtaining Your Credit Report

- Each of the 3 credit reporting agencies must provide you with a free copy of your credit report every 12 month, upon request.
- Equifax 1-800-525-6285 equifax.com
- Experian 1-888-397-3742 experian.com
- TransUnion 1-800-680-7289 transunion.com
- Can request for all 3 from a central website
- Annual Credit Report Request Service

1-877-322-8228

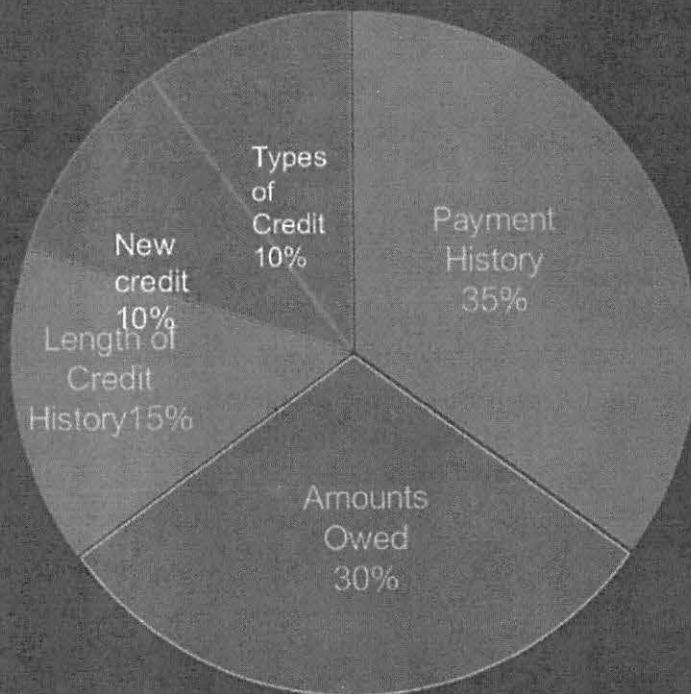
annualcreditreport.com



Don't be misled by other sites

Credit4Work!

Credit Facts



Your credit score takes into consideration all of these categories – not just one

It is impossible to say exactly how important any single factor impacts your score since they are different for everyone

Different types of debt are weighted differently –it's positive to diversify the types of credit

1141

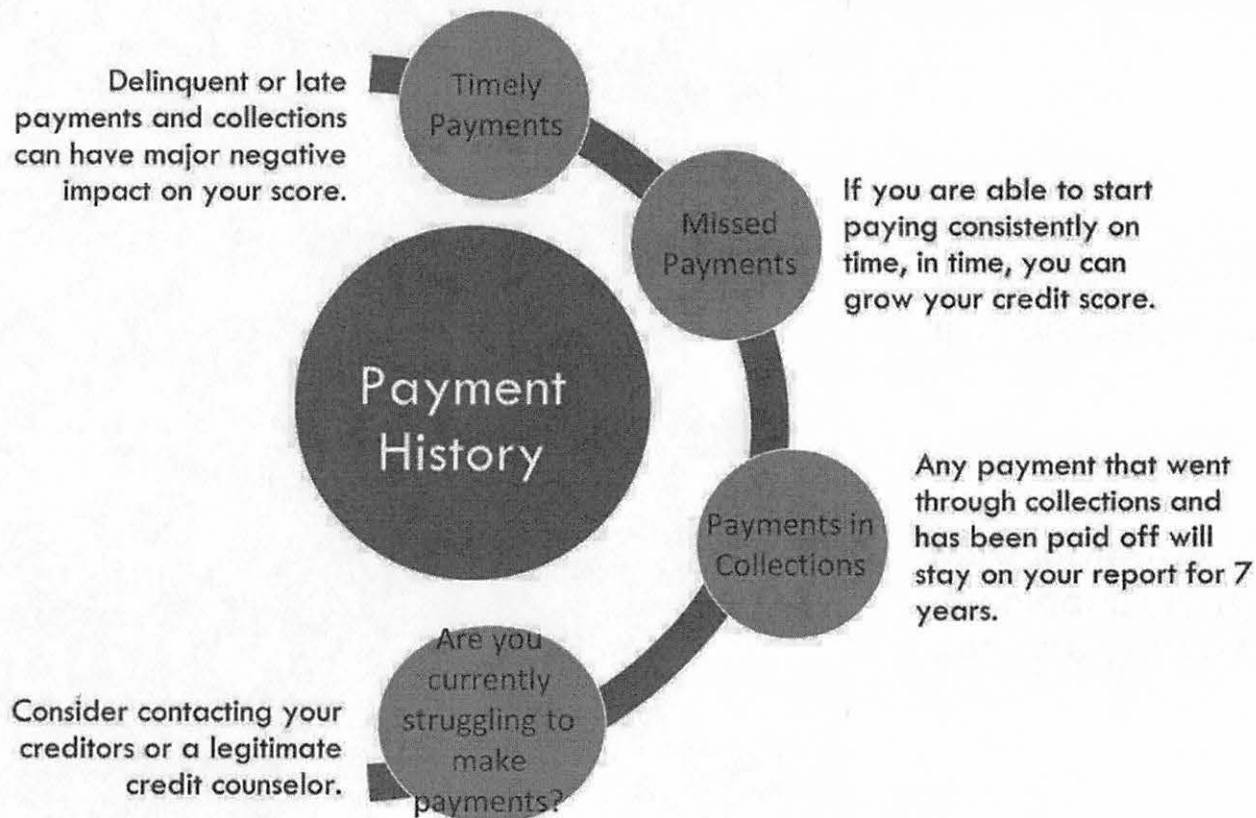
14

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Improving Your Credit Score

Payment History

1151



15

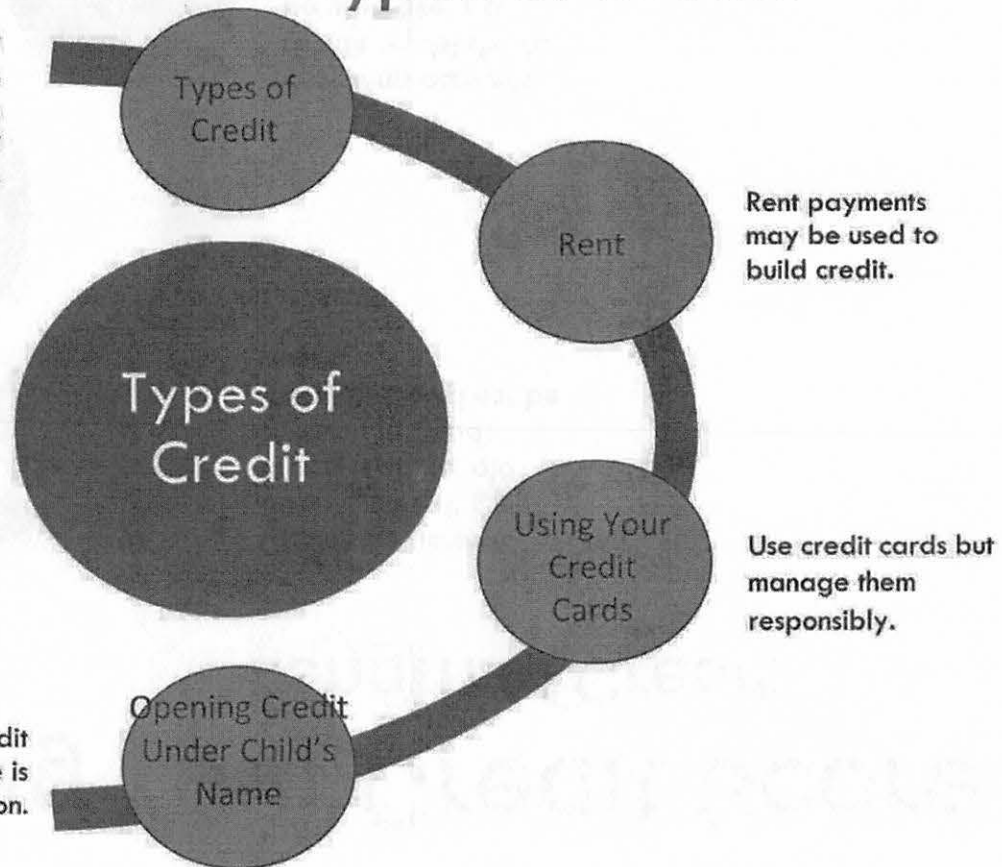
Credit4Work!

Improving Your Credit Score

1161

Types of Credit

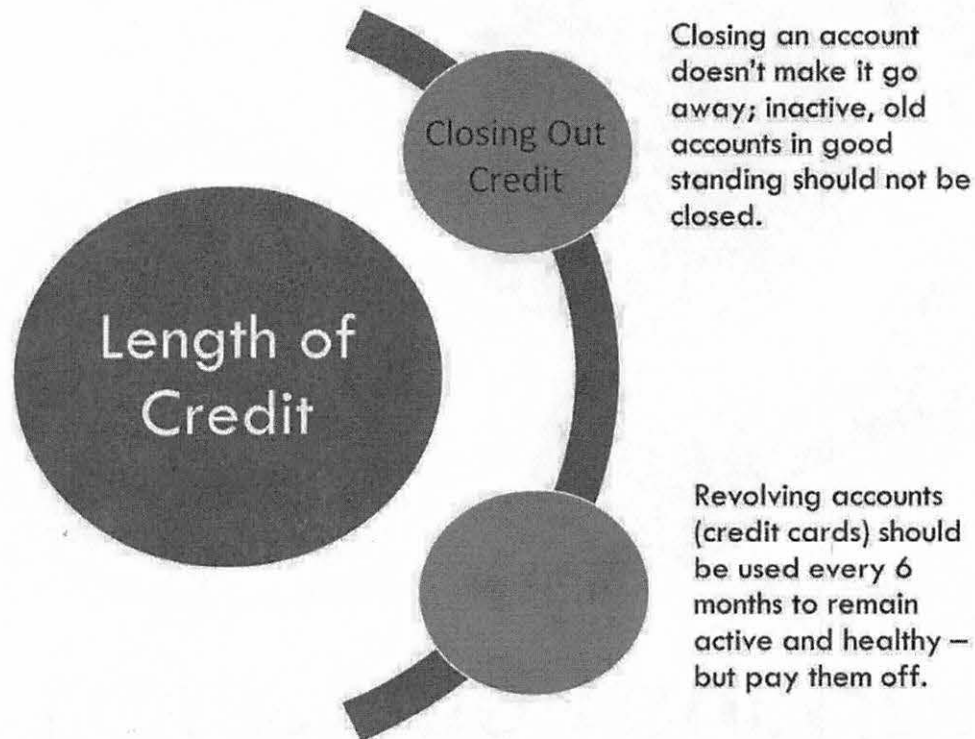
One consideration impacts your credit score is if you manage multiple types of credit like auto loans, home mortgages and revolving credit (credit cards).



Credit4Work! Improving Your Credit Score

1171

Length of Credit



17

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Next Steps

GOOD CREDIT SCORE
JUST AHEAD

1181



Obtain your free credit report

Start a spending diary and track your money

Organize your current bills and obligations

Set financial goals and a plan to reach them

Pay off as much high-cost debt as you can

Start saving for yourself TODAY

FDIC



Waterclerks, LLC
2417 N. Greenway Drive
Coral Gables, FL 33134

August 9, 2022

Marion Mathes
Creditworks, LLC
3191 Coral Way, Suite 203
Miami, FL 33145

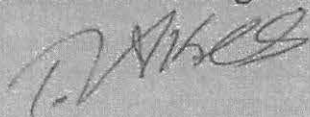
Dear Marion,

This letter serves as a testimonial that I have provided your management liability package of insurrances since your compapny's inception.

We could happy adjust your package of policies to comply with the requirements of your R.F.P. for Broward County as detailed in Ms. Pounall's Insurance Requirments document for the Voluntary Emergency Loan Program project, for January 1st, 2023.

Please have anyone contact me with any questions.

Thanks & best regards,



Thompson Lykes, CMIP
Fla. Lic. #P229097, NP 15699713

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☒ There are no exceptions to the contract terms and conditions state in this solicitation; or
- ☐ The following exceptions are taken to the contract terms and conditions state in this solicitation: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications

Vendor Name: CreditWorks LLC

Revised May 1, 2021

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

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

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

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

Proposer's Signature: _____

Date: _____

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:	CreditWorks LLC
------------------	-----------------

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.	Loans may be repaid over terms from 5 months to 3 years, with no prepayment penalties or late fees of any kind. Specifically, we offer two loan programs without a credit check: QuickRelief Loans carry 0% interest and a \$25 credit investigation fee, terms of 5 months and loan amounts of \$500. This is designed for anyone with a payday loan to get out of the high-cost debt trap and improve their credit at the same time. Our Flexible LifeLine loans range from \$500-\$10,000 with terms of 6 months to 3 years and for the County will carry interest at 18.99% with a \$25 credit investigation fee. Credit investigation fees are only incurred upon fulfilling the loan documents and are typically added to the principal amount of the loan. Fixed rates, fixed payments and no hidden fees are important components of our loan products

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS		
#	Description	Response
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.	An employee may go to our website, input an employer code that will be provided, create an account using a personal email and password, and proceed to apply for a loan online. The application process is straightforward and easy to follow and allows applicants to select from a variety of loan terms and amounts. Applicants are not shown loans amounts greater than their income will support based on our underwriting guidelines. The application process is typically completed in 3-7 minutes, depending on the proficiency of the applicant and their access to their driver's license, personal information, bank account information and ability to complete a budgeting page to confirm their ability to add the new loan payment to their monthly budget. Please see the attached screen shots of the application process. The majority of the applications are automatically approved in seconds by our loan system, which has our eligibility rules and guidelines coded in the processing. If an applicant's personal information does not match what we are able to verify electronically, a conditional approval is issued and we request additional documentation to clear the loan for approval. Loans with conditional approvals are typically cleared for fulfillment the same day or following business day. Once approved, loan documents are E-signed online and submitted for funding. Should the County need to approve each application, this will be built into the workflow and final approval times may lengthen.
3.	Explain the timeframe for funding an approved loan.	Loans are typically funded on the same day of the fulfillment of the loan if documents are signed online prior to 11:00am EST, or the following business day if the applicant chooses direct deposit for the receipt of their funds. If the applicant chooses a paper check, that check is mailed by our partner bank, Wells Fargo, the following business day.
4.	Describe the options for employees to receive loan funds. (i.e., check, direct deposit, etc.).	Applicants can choose to have their funds directly deposited into their bank account or to have a paper check in the name of the borrower delivered to their home address via the US postal service.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS		
#	Description	Response
5.	How frequently does the Proposer provide a statement to the participant?	Annual statements are provided to participants as well as monthly statements to those who are no longer employed with the County. Complete account information is available to all participants anytime on our website
6.	Describe the financial literacy tools/training Proposer provides for employees applying for a loan and provide a sample.	We offer access to the top financial literacy education resources through our website. These include the FDIC's Money Smart Program, the Consumer Finance Protection Bureau's Financial Well-being assessment and money management solutions and the Wells' Fargo Hands On Banking tools. We also provide customized financial education programs available to all County employees, whether participating in our loan programs or not, which may include 45 minute presentations or webinars with content from the FDIC's Money Smart program, at the County's option. A sample presentation entitled "It's a Matter of Money" is included in the attachments.
7.	What is the name of your banking partner for funding the loans?	Wells Fargo Bank distributes funds to borrowers via ACH or check on our behalf
8.	Are the loans provided by Proposer insured by FDIC, NCUA, Federal Reserve or OCC?	No loans are insured, as the regulators mentioned in this question insure deposits only.
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.	Additional eligibility requirements include that the applicant be at least 18 years of age, must not appear on the OFAC list, have at least one-year of employment with the County, income is verified by the County, is a resident of the same household as a current borrower, or has had a prior loan with us that was charged off

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS			
#	Description	Response	
10.	Describe the Proposer's process to collect remaining loan balance when an employee separates or retires from County employment.	When an employee separates, our customer service team contacts the former employee for a friendly phone call to discuss payment options outside of the workplace. We contact customers via phone, text and email and typically put the customer on a recurring payment plan that includes payments from their bank account via ACH on their new payday if they have a new job. If they are unemployed and unable to make payments, we try to work with them to schedule a revised payment plan. Payments are accepted via phone for debit cards and bank account payments, via mail for money orders and personal checks. All regulations regarding collections are strictly adhered to and our representatives treat all customers equally, with dignity and respect. Our net promoter score exceeds 80%, which is very favorable for a consumer finance lender	
11.	What is the frequency at which data is reported to the credit bureau(s)?	Payment history is reported monthly to TransUnion and Equifax.	
12.	What materials/services does Proposer provide to support non-English speaking employees and hearing-impaired callers?	Our customer support team includes fluent Spanish speakers and we are happy to add a creole resource should the County so request. We also use TTY for those who are hearing-impaired.	
13.	Describe Proposer's refinance terms including frequency.		
	Description	Yes/No	If No, BRIEFLY explain why.
14.	Does Proposer provide the option of no credit check for a fixed interest rate and the option of a potential lower interest rate through a credit check?	☒ Yes ☐ No	
15.	Does Proposer require employees to have a personal email address?	☒ Yes ☐ No	
16.	Does Proposer require employees to have a personal phone number?	☒ Yes ☐ No	
17.	Does Proposer require employees to be U.S. Citizens?	☒ Yes ☐ No	

PROGRAM SAFEGUARDS		
#	Description	Response

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

18.	Describe the Proposer's step-by-step process for identity verification used for each loan request.	Facial recognition authentication will occur at the time of submission of an application for a new loan or a refinance loan. The County employee will submit a copy or photo of their driver's license as well as a selfie photo. Using Google's Cloud Vision API, contents of both image files will be encrypted as base 64 encoded string in the body of the API request to Cloud Vision. If the request is successful, the server will return a 200 OK HTTP status code and the response in JSON Format. If the response does not meet criteria, the application will be flagged for manual review. If it passes, the application workflow will resume.
19.	What is the name of the program Proposer uses to process facial recognition?	Google's Cloud Vision API will be used.
20.	Describe the documents Proposer requires from employees to submit for facial recognition.	A driver's license or government-issued picture ID and a selfie photo taken at the time of the submission of the application will be required, although additional documentation may be requested if needed for further review..
21.	What acceptable % match does Proposer require for facial recognition?	Google Vision API matches with over a 66.6% accuracy.
22.	Describe the protocol Proposer uses when employee documents do not pass the facial recognition verification.	The application will be segregated for manual review. If we cannot verify the applicant's identity with additional documentation, we may contact the County for assistance.
23.	Explain how Proposer verifies employee's Florida Driver's License or State Issued ID card.	The back of the driver's license will be uploaded and an OCR API process will extract the rectangular black and white pattern in the PDF417 barcode format. The barcode data is then used to match against the state's database.
24.	Describe any safeguards Proposer has in place regarding browser fingerprint (IP Address) to deter digital identity theft.	We store the IP address for each application on our secure system on Salesforce as a standard functionality of our system. When a new application is received, a duplicate check is performed to match existing applicants, including the IP address on file
25.	Describe any safeguards Proposer has in place for bank account cross-checking.	We use services provided by EquiFax and LexisNexis to verify bank and cross check bank account information..
26.	Describe email encryption platform or software Proposer uses to ensure communication between your employees and County staff are secure.	We will use the County's secure encrypted email platform for all correspondence with County employees. Our loan origination system utilizes Secure Socket Layer (SSL) technology along with server side authentication and data encryption to ensure safe and secure communications with the County.
Description		Comply/Agree: Yes/No If No, BRIEFLY explain why.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

27.	Does Proposer require address on driver's license or ID card match address supplied on loan document?	☒ Yes ☐ No	
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Please sign below (by signing or typing in your name) acknowledging the Negotiable Items Nos. 1-27.

Proposer's Signature: Marion Mathes _____

Date: 8/15/2022 _____

Supplier: CreditWorks LLC

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 to the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information submitted with the solicitation response.
- c. It is the Vendor's sole responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification** form.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business

Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

6. Ownership Disclosure

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

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

C. Additional Information and Certifications

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

1. Vendor Questionnaire and Standard Certifications

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

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

2. Subcontractors/Subconsultants/Suppliers Requirement

If the Subcontractors/Subconsultants/Suppliers Information Form is included in the solicitation, the Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Requirement** form and submit as instructed.

D. Standard Agreement Language Requirements

The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's solicitation response and will be considered by the Evaluation Committee.

1. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
2. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.
 - b. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
 - c. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Cone of Silence

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

F. Evaluation Criteria

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

- a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{x (Maximum Number of Points for Price)}} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
- a. The Evaluation Committee will create a short list of the most qualified firms.
 - b. The Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

G. Demonstrations

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary.

In accordance with Section 286.0113, Florida Statutes, and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

H. Presentations

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

I. Public Art and Design Program

If indicated in Special Instructions to Vendors, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

J. Evaluation Committee Meetings

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

K. Committee Appointment

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

L. Committee Questions, Request for Clarifications, Additional Information

1. At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.
2. Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation Committee meeting.

M. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

N. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, at least one copy (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" with the solicitation number, title, date and the time of solicitation opening to:

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

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

O. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

P. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

Q. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable; and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

R. Tiebreaker Criteria

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation.

In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification;
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

S. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and recommendation for award and recommendation of rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

T. Review and Evaluation of Responses

An Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation

Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.

3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

U. Vendor Protest

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

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

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

V. Right To Appeal

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

W. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

X. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County.

Y. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested). Evaluation Criteria responses should be non-locked file format.

6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

9. A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised April 7, 2022

Supplier: CreditWorks LLC

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: **CreditWorks LLC**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **81-0969806**
4. Dun and Bradstreet No.: **117489987**
5. Website address (if applicable): **www.credit4work.com**
6. Principal place of business address: **3191 CORAL WAY
SUITE 203
Miami, FL 33145**
7. Office location responsible for this project: **3191 Coral Way
Suite 203
Miami, FL 33145**
8. Telephone no.: **305-520-9830** Fax no.: **305-397-1818**
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	☐
Sole Proprietor	☐
Limited Liability Company (LLC)	☒
Limited Partnership	☐
General Partnership (State and County Filed In)	☐
Other – Specify	☐

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
L15000212625

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

- a) Marion Mathes, CEO
- b) Pamela Buchanan, VP
- c) CoVenture - CW Credit Opportunities Fund LLC
- d) CreditWorks Funding LLC

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Marion Mathes

Title: CEO

E-mail: mmathes@creditworksonline.com

Telephone No.: 843-613-3066

Name: Pamela Buchanan

Title: VP

E-mail: pbuchanan@creditworksonline.com

Telephone No.: 3127837200

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

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

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

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

Title:

Date information provided:
For what purpose was the information provided?

Drug-Free Workplace Requirements Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program.

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

☒ The Vendor certifies that this offer is made independently and free from collusion; or

☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

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

The Vendor hereby certifies that: (check box)

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

Scrutinized Companies List Certification:

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

The Vendor hereby certifies that: (check each box)

☒ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

☒ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

☒ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

Marion Mathes
*AUTHORIZED SIGNATURE/NAME

President and CEO
TITLE

8/10/2022
DATE

Vendor Name: **CreditWorks LLC**

* 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: CreditWorks LLC

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Marion Mathes
Authorized Signature/Name

CreditWorks LLC
Vendor Name

President & CEO
TITLE

8/10/2022
DATE

Revised May 1, 2021

Supplier: CreditWorks LLC

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).

Marion Mathes
Authorized Signature/Name

President & CEO
Title

CreditWorks LLC
Vendor Name

8/10/2022
Date

Revised May 1, 2021

Supplier: CreditWorks LLC

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: CreditWorks LLC

Revised May 1, 2021

Supplier: CreditWorks LLC

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: **Marion Mathes**

Title: **President and CEO**

Vendor Name: **CreditWorks LLC**

Date: **8/10/2022**

Revised 11/24/2021

Supplier: CreditWorks LLC

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

☐ There are no exceptions to the contract terms and conditions state in this solicitation; or

☐ The following exceptions are taken to the contract terms and conditions state in this solicitation:
(use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications

Vendor Name: mmathes@creditworksonline.com

Revised May 1, 2021

Supplier: CreditWorks LLC

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: **Marion Mathes**

VENDOR NAME: **CreditWorks LLC**

TITLE: **President and CEO**

DATE: **8/10/2022**

Revised May 1, 2021

Supplier: CreditWorks LLC

**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.	n/a					
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

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

Yes ☐ No ☒

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

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

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

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.

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

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

The Vendor attests to the following:

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

Grand Total

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

Vendor Name: CreditWorks LLC

Marion Mathes
Authorized Signature/Name

President & CEO
Title

8/10/22
Date

Revised May 1, 2021

Supplier: CreditWorks LLC

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

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

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

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

None - ☒

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

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

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

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

Marion Mathes
Authorized Signature/Name

President & CEO
Title

CreditWorks LLC
Vendor Name

mmathes@creditworksonline.com
Date

Revised 11/24/2021

Supplier: CreditWorks, LLC

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: Marion Mathes

TITLE: President and CEO

VENDOR NAME: CreditWorks LLC

DATE: 8/10/2022

Revised May 1, 2021

Supplier: CreditWorks LLC

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