

**Bid Tabulation Packet
for
Solicitation GEN2124409P1**

Voluntary Emergency Loan Program

Bid Designation: Public

Broward County Board of County Commissioners

Access Loans

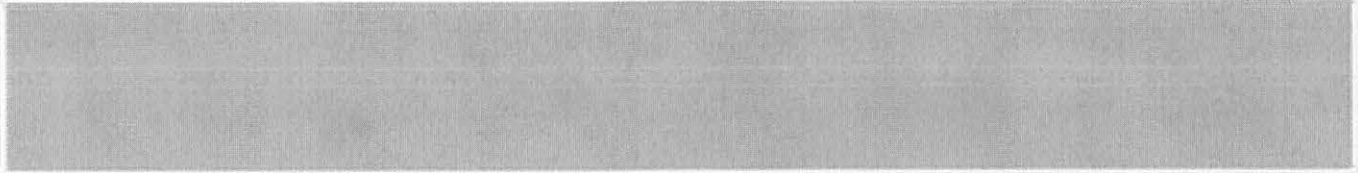
Bid Contact **John Grogan**
john.grogan@accessloans.com
Ph 818-235-8747

Address **21500 Biscayne Blvd, Suite 302**
Aventura, FL 33180

Bid Notes **Please contact the business leader for this product with any queries...**

John Grogan
FVP Consumer Lending
Safra National Bank of New York - Access Loans
john.grogan@accessloans.com
(818) 235-8747

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2124409P1-01-01	Supplier Product		First Offer -	1 / contract	Y	Y
	Administer	Code: GEN2124409P1				
	Voluntary					
	Emergency	Supplier Notes: We are very happy to				
	Loan	be able to submit a bid for voluntary				
	Program	emergency employee loans for the				
		County as a local firm. Although, not in				
		the County itself, we are footsteps from				
		the County line in Aventura. Our office				
		has a physical location with easy reach				
		of many County employees.				
		We welcome additional questions and				
		appreciate the opportunity to earn a				
		vendor realtionship.				
		I am always a good point of contact for				
		this business line (Access Loans) within				
		Safra National Bank of New York.				
		Best,				
		John Grogan				
		FVP Consumer Lending				
		john.grogan@accessloans.com				
		(818) 235-8747				



Supplier Total	\$0.00
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Enterprise Technology Services Vendor Security Questionnaire (VSQ)

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

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

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

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

Vendor Name: Safra National Bank of New York dba Access Loans
Vendor Type (Manufacturer, Reseller, Other? If Other, specify.): Third Party Voluntary Benefits Vendor
Technical Contact Name / Email Address: Pietro Pepe
 pietro.pepe@accessloans.com
Product Name / Description: Access Loans Voluntary Emergency Loan Program
Solicitation Number and Title (If applicable): GEN2124409P1

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) ?	No	
(Note: "Managed or Professional Services" used herein refers to unsupervised (by County personnel) installation, configuration, and maintenance or monitoring of systems, applications or infrastructure related to your organization's proposed solution.)				
STOP: If you selected NO for Questions 1 through 4 above, PROCEED TO SECTION 2.				
5	Supporting Documentation	Provide the following:		
		a) Workflow diagram of stored or transmitted information (for SaaS and Hosting Services only)		
6		b) Security / Network Architecture diagram (for SaaS and Hosting Services only)		
7		c) Secure Coding standard (for Application Development Services only)		
8		d) Application Security Program standard (for Application Development Services only)		

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

Broward County Enterprise Technology Services
Vendor Security Questionnaire

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

SECTION 4: ATTESTATION SECTION - ALL VENDORS MUST FULLY COMPLETE AND SIGN THIS SECTION.

I possess the authority to sign and act as an agent on behalf of this organization. I have read the above questionnaire in its entirety and responded in a truthful manner to the best of my ability.

Vendor Name:	Safra National Bank of New York dba Access Loans
Printed Representative Name:	Ricardo Janini
Printed Representative Title:	SVP Consumer Lending
Signature:	Ricardo Janini
Date:	8/3/2022

SAFRA NATIONAL BANK OF NEW YORK
ACCESS LOANS® Installment Loan Agreement

Lender Information:

Safra National Bank of New York
21500 Biscayne Blvd.
Aventura, FL 33180

Borrower Information:

[name]
[address]
[city state zip]

Loan Information:

Loan Number:
Loan Date:
Maturity Date:

This ACCESS LOANS® Installment Loan Agreement ("Agreement") is between **Safra National Bank of New York** (referred to herein as "Bank," "Lender," "we," "us," or "our") and the BORROWER identified above (referred to herein as "you" or "your"). "Covered Borrower" has the meaning stated in 32 C.F.R. § 232.3 and includes certain members of the armed forces and their dependents. This Agreement contains the terms of your ACCESS LOANS® loan with us. You should read this entire Agreement carefully and ask your attorney if you have any questions about our ACCESS LOANS offering and/or any terms of this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
_____ %	\$ _____	\$ _____	\$ _____

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments are Due (each a "Payment Schedule Date")
		[Monthly] payments due on the _____ day of each month beginning on _____

SECURITY: This loan is unsecured.

PREPAYMENT: If you pay off early, you will not have to pay a penalty, and you will not be entitled to a refund of part of the finance charge.

LATE CHARGE: If you fail to pay the full amount of any scheduled payment within 10 days of its scheduled due date, then you agree to pay a late charge in an amount up to \$15 for each late installment.

See the contract terms below for additional information about non-payment, default, any repayment in full before the applicable Payment Schedule Date, and prepayment refunds and penalties.

Itemization of Amount Financed:

- | | | |
|----|--|----------|
| 1. | Amount paid to you directly: | \$ _____ |
| 2. | Amount paid on your account (prior loan #: _____): | \$ _____ |
| 3. | Amount paid to Florida Department of Revenue | \$ _____ |
| 4. | Prepaid Finance Charge (Credit Investigation Fee) | \$ _____ |
| 5. | Principal Amount (1 + 2 + 3+4) | \$ _____ |
| 6. | Less: Prepaid Finance Charge | \$ _____ |
| 7. | Amount Financed: (5 - 6): | \$ _____ |

Florida documentary stamp tax required by law in the amount of \$ _____ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. _____.

Promise to Pay. You promise to timely pay us the loan Principal Amount shown above, plus interest and other fees and charges as provided in this Agreement, without prior demand, notice or claim of set off. You agree to pay us interest on the outstanding Principal balance of your loan from time to time at the rate of _____ % per annum (the "Interest Rate") from the Loan Date until paid in-full. Interest will be computed on an actual/365 simple interest basis, which means that interest will be computed by dividing

the annual Interest Rate by 365, and then multiplying that number by the outstanding Principal balance, and then multiplying that number by the number of days the Principal balance was outstanding. You also promise to pay us any other charges provided for under this Agreement, including, but not limited to, a Credit Investigation Fee of \$25 for investigating the character and credit of the person applying for this loan. The Credit Investigation Fee is fully earned by us immediately upon the making of this loan. The Finance Charge disclosed above represents the amount of interest you will pay under this Agreement, assuming you pay all your scheduled installment payments when due, plus the Credit Investigation Fee. You promise to pay us the amounts scheduled on each applicable Payment Schedule Date. Payments must be made by check or money order at the address at the top of this Agreement, unless you voluntarily agree for the payments to be made by payroll deduction by signing the attached Payroll Deduction Authorization. Time is of the essence.

Borrower's Representations. You represent and warrant to us that all statements made in your most recent application remain true, complete and correct as of the date hereof. You also represent and warrant to us that you are not in voluntary bankruptcy and that you do not anticipate filing a bankruptcy proceeding of any type. You understand that we will be making this loan in reliance on the truth of these representations.

Prepayments. You acknowledge that you may prepay this loan, in full or in part, before the scheduled installment due dates of your loan, and upon any such prepayment you will not incur any additional charge, fee, or penalty. If you make any payments in an amount greater than your scheduled installment payment or if you make additional, unscheduled payments, then these additional payments will be deemed to be a partial prepayment on your loan, and they will be applied to your outstanding loan balance as set forth below. Even if you make a partial prepayment on your loan, you will still owe your next scheduled installment payment as set forth in the Payment Schedule. Any partial prepayment will only affect the amount you owe on your final payment. However, you will be in default on your loan if you do not make the full installment payments as scheduled. If you prepay your loan in full prior to the maturity date, you will not be entitled to a refund of any part of the Finance Charge, including the Credit Investigation Fee. Any partial prepayment will be applied first to any late charges and/or dishonored payment fees, then to interest, and then to the Principal balance.

Late Charges. If you fail to pay the full amount of any scheduled payment within 10 days of its due date, then you agree to pay a late charge in an amount up to \$15 for each late installment (the "Late Charge"). We will only collect the Late Charge once on any installment, however long any installment remains in default. You agree that we may collect the Late Charge at the time it accrues or at any time thereafter. If we deduct the Late Charge from any subsequent payment received, and the deduction would result in an installment being late, we will not collect a Late Charge for that scheduled payment.

Dishonored Payment Fee. If any check, payment, electronic fund transfer, or other deposit is rejected, dishonored, or returned for any reason, we may charge you, and you agree to pay us, a dishonored payment fee of \$20 (the "Dishonored Payment Fee"). We will only charge you this Dishonored Payment Fee one time per scheduled installment, regardless of the number of times a particular check or payment item is returned.

Default. You will be in default under this Agreement for any of the following reasons: (i) if you do not pay in full an installment payment on its scheduled due date or you fail to comply with any other covenant or agreement set forth herein; (ii) if you file for protection under the United States Bankruptcy Code or become subject to a proceeding that seeks relief from debt; or (iii) if you have made a false or misleading statement about an important matter in connection with this Agreement.

Our Rights Upon Default. Upon the occurrence of a default and subject to any limitations set forth in any applicable law, we may take the following actions: (i) declare the entire outstanding balance plus all earned charges and fees that you owe under this Agreement due and payable; (ii) demand payment for the entire loan balance, including Principal, interest, and any charges or fees owing; (iii) exercise any other right or remedy allowed by law or this Agreement. If you default and we obtain a judgment against you, you also agree to pay us our actual and reasonable attorney's fees and court costs, in addition to any other relief to which we may be entitled.

Non-Waiver of Our Rights. By choosing any one or more of these remedies, we do not give up our right to use another remedy later. By deciding not to use any remedy should you be in default, we do not give up our right to consider the event a default if it happens again. We may delay or refrain from enforcing any of our rights under this Agreement without waiving such rights. We may accept late or partial payments, even though marked "paid in full," or with similar language, without losing any of our rights under this Agreement. You understand that any waiver of our rights will not be effective unless it is in writing signed by us.

Savings Clause. Notwithstanding any provision of this Agreement to the contrary, if any law applicable to this Agreement is finally interpreted so that the interest or other charges or fees collected or to be collected in connection with the Agreement exceed the legally permitted limit, then: (a) any such interest, charge or fee shall be reduced by the amount necessary to reflect and be in compliance with the maximum permitted limit; and (b) any sums already collected, to the extent such sums would otherwise exceed

a permitted limit, will be refunded to you. We may choose to make this refund by applying such amounts to your then outstanding balance by reducing the balance and/or making a direct payment to you.

Assignment and Execution. We may assign or transfer this Agreement or any of our rights hereunder. If we approve this Agreement, then you agree that this Agreement will be binding and enforceable as to both parties.

General Provisions. You acknowledge that we may delay or forgo enforcing any of our rights without losing them. Unless you are a Covered Borrower, you and any other person who signs or endorses this Agreement waive presentment, demand, protest, notice of protest, notice of dishonor, notice of acceptance, and any and all other notice to which such parties might otherwise be entitled in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Agreement. If any provision of this Agreement is found to be unenforceable, then the unenforceable provision will be severed, and the remaining provisions will be valid and enforceable.

Notices. Unless otherwise specified, all notices and other communications under this Agreement shall be given in writing and shall be deemed to have been duly given and effective upon receipt if delivered in person, by recognized messenger service, or by facsimile, email, or other electronic transmission, and upon posting for notices we give you on our website www.accessloans.com. Any notice or other communication to you may be delivered in accordance with the consent to electronic communications you have executed or to the address we maintain for you in our records. Any notice to us must be sent to 21500 Biscayne Blvd, Aventura, FL, 33180, Att. Compliance Department unless a different address for notice is later provided in writing by us to you. You agree that your name and address stated above are your legal name and your principal residence. You will provide us with at least 30 days' notice prior to changing your name or principal residence address. Upon notice from us, you agree to sign and deliver any additional documents or certifications that we may consider necessary to continue and preserve your obligations and our rights under this Agreement.

Contacting You by Phone and Text Messages. You authorize us and our affiliates, agents, assigns and service providers (collectively, the "Messaging Parties") to contact you using manual calling methods, automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement and your loan, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) and/or email addresses you supply to the Messaging Parties in connection with your loan application and/or the Messaging Parties' servicing or collection of amounts you owe under this Agreement. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. To stop commercial advertising or promotional emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

Notice of Negative Credit Report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Legal Process. Without affecting our right to serve legal process in any manner permitted by law, you irrevocably consent to the service of any and all process, including any notice of arbitration with respect to any Claim by the mailing of copies of such process to your last known address shown on the Bank's records.

Electronic Records. You have agreed to execute this Agreement in electronic format using an electronic signature. You understand and agree as follows: (a) your electronic signature demonstrates your intent that this Agreement be legally valid and enforceable in accordance with its terms, and that your electronic signature will have the same effect as your signature on a paper document; (b) this Agreement is not a "negotiable instrument" as defined in the applicable Uniform Commercial Code and is not governed by Article 3 of the applicable Uniform Commercial Code.

Governing Law. You understand and agree that the Bank underwrites your application, communicates loan approval, and disburses loan proceeds from its location in Florida. This Agreement will be governed by Federal law and, to the extent state law applies, the laws of the State of Florida without regard to conflict of law rules. The Arbitration Clause and Jury Trial Waiver is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA").

Arbitration Clause and Jury Trial Waiver. Unless you are a Covered Borrower, you agree to the provisions of this Arbitration Clause and Jury Trial Waiver ("Arbitration Clause"). The provisions of this Arbitration Clause do not apply to a Covered Borrower.

- a. **Agreement to Arbitrate.** If any dispute, controversy, or claim ("Claim") arising out of or relating to this loan and/or any business relationship between you and the Bank cannot be settled through direct discussion with the Bank, and except as otherwise set forth in section (d), such Claim shall be settled by arbitration in accordance with the Consumer Arbitration Rules of the American Arbitration Association. Any such rule that conflicts with this Arbitration Clause does not apply. For purposes of this Arbitration Clause, the word "Claim" has the broadest possible meaning. Pre-arbitration discovery is generally more limited than and different from court proceedings. An arbitration may award the same damages as a court. Arbitrators may award reasonable attorney fees and expenses, if allowed by law. Any decision or award rendered by the arbitrators shall be final and binding on you and the Bank, and a judgment may be entered thereon in any court of competent jurisdiction. Arbitration is final and binding. The award of the arbitrator(s) is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of filings by the arbitrator(s) is strictly limited. The arbitrator may be an individual who was or is affiliated with the banking or credit industry. Any dispute regarding the arbitrability of a Claim shall be decided by an arbitrator.
- b. **Waivers.** You and we acknowledge and agree that (i) except as otherwise provided in section (d), each party waives the right to have courts, other than Small Claims Courts, resolve Claims; (ii) each party waives the right to have juries resolve Claims; (iii) each party waives the right to litigate any Claim as part of a class; (iv) each party waives the right to serve as a private attorney general or in a representative capacity; and (v) only individual arbitration or Small Claims Courts will resolve Claims. **UNDER THIS ARBITRATION CLAUSE, COURTS AND ARBITRATORS CANNOT ALLOW CLASS ACTIONS.**
- c. **Arbitration Process.** Either party may initiate arbitration by contacting an arbitrator affiliated with a national arbitration organization, such as the American Arbitration Association (1-800-778-7879) <http://www.adr.org>. The parties may also agree in a writing signed by both parties to use a local attorney, retired judge, or local arbitrator. Either party may demand arbitration, even if a lawsuit has already been filed. All arbitration hearings shall be conducted in English. Arbitration hearings may be conducted by phone. If an in-person hearing is required, the hearing will take place at a location that is reasonably convenient to you. We will advance some of your arbitration fees, including filing, administrative, hearing, and arbitrator's fees, if you meet the conditions contained in this section. The amount we will advance is the difference between your arbitration fees and the fee required to file a lawsuit in state court. We will advance arbitration fees if (1) you have given us written notice of the Claim, (2) you have spoken with us by phone to try to resolve the Claim, and (3) you have asked us in writing to advance arbitration fees. You are responsible for paying your own attorney fees and other expenses.
- d. **Other Options.** You and we retain the right to resolve any Claim in a court of limited jurisdiction that does not allow class actions ("Small Claims Court"). If there is an appeal from a Small Claims Court, or if a Claim changes so that the Small Claims Court loses the power to hear it, then the Claim will be resolved only by arbitration. You and we also retain the right to seek remedies which do not claim money damages, including injunctions or equitable relief. The provisions of section (a) notwithstanding, the Bank, if it so elects, may bring an action to enforce its rights or your obligations or to resolve any Claim or counterclaim arising hereunder in any court.
- e. **Severability.** If any portion of this Arbitration Clause cannot be enforced, the unenforceable portion will be severed and the rest of this Arbitration Clause will continue to apply, except that: (i) unless reversed on appeal, if a court invalidates the class action waiver, the entire Arbitration Clause except for this sentence will be void; and (ii) if you bring a claim in court for public injunctive relief and/or as a private attorney general and a court determines that we or a related third party may not enforce arbitration of that claim in accordance with the terms of this Arbitration Clause (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief and/or as a private attorney general will be determined in court, and any claim seeking monetary relief of any kind whatsoever (including claims for restitution or disgorgement) will be arbitrated. In such case, you agree that the court will stay the claim for public injunctive relief and/or as a private attorney general pending completion of arbitration of all other claims and entry of a final order or judgment with respect to confirmation of the resulting arbitral award.
- f. **Effectiveness.** This Arbitration Clause will remain effective unless both parties agree otherwise in a writing signed by each party. The Arbitration Clause remains effective even if you default, renew, prepay, or pay the loan. The Arbitration Clause governs if this Agreement, the obligations set forth herein, or amendments to this Agreement are discharged through bankruptcy. The Arbitration Clause will remain effective despite this Agreement's and/or a transaction's termination, amendment, expiration, or performance.
- g. **Governing Law.** The loan transaction under this Agreement involves interstate commerce, so the Federal Arbitration Act ("FAA") governs this Arbitration Clause. The arbitrator must apply substantive law consistent with the FAA. The arbitrator must follow statutes of limitation and privilege claims. In no event shall an arbitration be commenced if the commencement of legal or equitable proceedings on such Claim would be barred by the applicable statute of limitations.
- h. **How to Opt Out.** You may opt out of this Arbitration Clause by sending written notice of your intent to opt out to 21500 Biscayne Blvd, Aventura, FL, 33180, Att Legal Department within thirty (30) calendar days of the date of this loan. The written notice must include your name, address, account number, and date, along with a statement that you desire to opt out of this Arbitration Clause. Opting out of this Arbitration Clause will not affect the terms or status of your loan. If you opt out, your opt out will only apply to this loan.

Military Lending Act - Covered Borrowers - Active Duty Military Members and their Dependents. If you are a Covered Borrower as defined by the Military Lending Act (codified 10 U.S.C. 987) (the "MLA") and the regulations implementing the MLA (32 CFR part 32), please see the required disclosure below:

Federal law provides important protections to members of the Armed Forces and their specified dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Covered Borrower Savings Clause. The provisions of this paragraph apply only to a "covered borrower" as that term is defined by Federal law. If any contract provision we have not identified herein is contrary to the rights and protections afforded to you by Federal law pursuant to 32 CFR § 232.8, then the conflicting provision(s) or proscribed term(s) are inoperative and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited by 32 CFR § 232.8 shall remain in full force and effect.

Description of Your Payment Obligation: The details of your payment obligations are set forth in the Payment Schedule provided in the TILA Disclosures above.

Oral Disclosures: You may call us toll-free at (888) 287-9483 to hear our oral disclosures to you of the important protections for members of the Armed Forces and their dependents relating to extensions of consumer credit including the limitation of the cost of consumer credit to no more than a thirty-six percent (36%) annual percentage rate and the fees and costs that must be included in the calculation of the annual percentage rate (also known as the Military Annual Percentage Rate) and your payment obligations.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR APPLYING FOR A LOAN

To help the government fight the funding of terrorism and money laundering activities, Federal law require all financial institutions to obtain, verify, and record information that identifies each person who opens an account or applies for a loan. What this means for you: When you open an account or apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

Acknowledgments. By signing this Agreement, you acknowledge that it was filled in completely before you signed it and that you either received or were offered a completed copy of this Agreement and our Privacy Policy. **You also warrant that you are not a debtor under any proceeding in bankruptcy, and you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.** You agree that the information you provided to us prior to entering into this Agreement, including your most recent loan application, is and remains accurate. You also acknowledge and agree that the proceeds of this loan are intended for personal, family, or household purposes. This Agreement represents the final agreement between the parties, and they each acknowledge that there are no other oral or written agreements between them. **You further acknowledge that you have read, understand, and agree to all of the terms of this Agreement and the Privacy Policy. Unless you are a Covered Borrower, you also agree that you have read, understand, and agree to the terms of the Arbitration Clause and Jury Trial Waiver contained in this Agreement.**

Borrower:

Lender:

Safra National Bank of New York

Borrower Signature

[date]

PAYROLL DEDUCTION AUTHORIZATION

I, _____ [consumer's name] _____, have entered into a loan agreement ("Loan Agreement") with Safra National Bank of New York, whose address is 21500 Biscayne Blvd, Aventura, FL 33180 ("Lender"). I hereby authorize and instruct [employer's name] ("Employer") to deduct from my wages and make scheduled loan payment(s) on my behalf to Lender in the amount(s) and on the date(s) set forth below ("Payroll Deduction Authorization"):

<u>Deduction Amount(s)</u>	<u>Deduction Date(s)</u>
\$ _____	_____

I am entering into this Payroll Deduction Authorization voluntarily. I understand that I may revoke this Payroll Deduction Authorization at any time by providing written notice to my Employer. If I revoke this authorization, I understand that I will still be responsible for repaying the loan as required by the Loan Agreement.

By electronically signing below, I am instructing my Employer to comply with this Payroll Deduction Authorization unless otherwise instructed by me. I am also giving Lender authorization to forward this Payroll Deduction Authorization to my Employer and to share any information about me and/or my loan in order to effectuate voluntary payroll deductions.

Borrower Signature [Date]

Please print this Payroll Deduction Authorization for your records.

Note: This Payroll Deduction Authorization is an instruction to your Employer and is NOT AN ASSIGNMENT of your wages given to secure your loan. You may revoke this Payroll Deduction Authorization at any time. If you are a Covered Borrower, you understand that you are not required to provide this Payroll Deduction Authorization in order to get a loan.

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	Safra National Bank of New York			
Reference Date:				
Organization/Firm Providing Reference:	Andersen Contruction			
Contact Name:	Marckia Lawrence			
Contract Title:	Health and Well-being coordinator			
Contact Email:	mlawrence@andersen-const.com			
Contact Phone:	(503) 278-6757			
Name of Referenced Project:	Voluntary Emergency Loan Program			
Contract Number:				
Date Range of Services Provide:	Start Date:	8/1/2022	End Date:	
Project Amount:	N/A Voluntary program, no cost to employer			
Vendor's Role in Project:	☒ Prime	☐ Subconsultant/Subcontractor		
Would you use this Vendor again?	☐ Yes	☐ No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	☐	☐	☐	☐
Accuracy:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Vendor's Organization:				
Staff Expertise:	☐	☐	☐	☐
Professionalism:	☐	☐	☐	☐
Turnover:	☐	☐	☐	☐
Timeliness of:				
Project:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Project completed within budget:	☐	☐	☐	☐
Cooperation with:				
Your Firm:	☐	☐	☐	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☐	☐
Regulatory Agency(ies):	☐	☐	☐	☐
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: ☐ Email ☐ Verbal	Verified by:		Division:	
			Date:	

VENDOR REFERENCE VERIFICATION FORM

RFP No. GEN2124409P1 Voluntary Emergency Loan Program				
Reference For (hereinafter, "Vendor"):	Safra National Bank of New York dba Access Loans			
Reference Date:				
Organization/Firm Providing Reference:	City of Sweetwater, FL			
Contact Name:	Lorena Uribe			
Contract Title:	Deputy Human Resources Manager			
Contact Email:	luribe@cityofsweetwater.fl.gov			
Contact Phone:	(305) 221-0411 Ext. 1222			
Name of Referenced Project:	Access Loans Voluntary Emergency Loan Program			
Contract Number:				
Date Range of Services Provide:	Start Date: 8/1/2021		End Date:-	
Project Amount:	n/a (Voluntary program/no cost to City)			
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)				
Voluntary Emergency Loan Program				
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"):	Safra National Bank of New York			
Reference Date:				
Organization/Firm Providing Reference:	Roman Catholic Archdiocese of Atlanta			
Contact Name:	Marquita Richburg			
Contract Title:	Human Resources Manager			
Contact Email:	MRichburg@archatl.com			
Contact Phone:	(404) 920-7483			
Name of Referenced Project:	Voluntary Emergency Loan Program			
Contract Number:				
Date Range of Services Provide:	Start Date:	5/16/2022	End Date:	
Project Amount:	N/A (Voluntary program - no cost to employer)			
Vendor's Role in Project:	☐ Prime	☐ Subconsultant/Subcontractor		
Would you use this Vendor again?	☐ Yes	☐ No		
If you answered no to the question above, please specify below: (attach additional sheet if needed)				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed)				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	☐	☐	☐	☐
Accuracy:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Vendor's Organization:				
Staff Expertise:	☐	☐	☐	☐
Professionalism:	☐	☐	☐	☐
Turnover:	☐	☐	☐	☐
Timeliness of:				
Project:	☐	☐	☐	☐
Deliverables:	☐	☐	☐	☐
Project completed within budget:	☐	☐	☐	☐
Cooperation with:				
Your Firm:	☐	☐	☐	☐
Subcontractor(s)/Subconsultant(s):	☐	☐	☐	☐
Regulatory Agency(ies):	☐	☐	☐	☐
All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: ☐ Email	Verified by:		Division:	
☐ Verbal			Date:	



One Tower Square, Hartford, Connecticut 06183
Telephone: 1-800-328-2189

**GLOBAL COMPANIONSM PLUS+
COMMON POLICY DECLARATIONS**

POLICY NO: ZGC-51M86645-21-GC
ISSUE DATE: 05/14/21

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

JSRE MANAGEMENT, LLC. AND
660 MADISON AVENUE
SAFRA NATIONAL BANK OF NEW YORK
NEW YORK , NY 10065

2. POLICY PERIOD: From 08/30/21 to 08/30/22 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address (same as Mailing Address unless specified otherwise)
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

SEE IL T8 01

5. NUMBERS OF INTERLINE FORMS AND ENDORSEMENTS FORMING PART OF THIS POLICY:

SEE IL T8 01

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
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7. PREMIUM SUMMARY:

Provisional Premium	\$See
Due at Inception	\$Delivery
Due Each	\$Invoice

NAME AND ADDRESS OF AGENT OR BROKER

WTW NORTHEAST INC
200 LIBERTY ST
NEW YORK NY 10281

COUNTERSIGNED BY:

Authorized Representative

Date: _____

IL TO 49 10 08



One Tower Square, Hartford, Connecticut 06183

**GLOBAL COMPANIONSM PLUS+
COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: ZGC-51M86645-21-GC
ISSUE DATE: 05/14/21

INSURING COMPANY: Travelers Prop Casualty Co of America

DECLARATIONS PERIOD: From 08/30/21 to 08/30/22 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented to You Limit (any one premises)	\$1,000,000
Medical Expense Limit (any one person)	\$10,000
Crisis Management Service Expenses Limit	\$50,000
Financial Interest Reimbursement Each Event Limit	\$1,000,000
Foreign Coverage D Expenses Limit	\$50,000
Additional Tax Liability Reimbursement Limit	\$100,000

THE FINANCIAL INTEREST REIMBURSEMENT EACH EVENT LIMIT AND THE FOREIGN COVERAGE D EXPENSES LIMIT APPLY SUBJECT TO THE FINANCIAL INTEREST REIMBURSEMENT AGGREGATE LIMIT DESCRIBED IN SECTION III - LIMITS OF INSURANCE OF THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

2. AUDIT PERIOD: None

3. FORM OF BUSINESS: LLC

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

PRODUCER: WTW NORTHEAST INC

OFFICE: New Jersey

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One Tower Square, Hartford, Connecticut 06183

**GLOBAL COMPANIONSM PLUS+ FOREIGN
VOLUNTARY WORKERS COMPENSATION AND
EMPLOYERS LIABILITY COVERAGE PART
DECLARATIONS****POLICY NO:** ZGC-51M86645-21-GC**ISSUE DATE:** 05/14/21**INSURING COMPANY:** Travelers Prop Casualty Co of America**POLICY PERIOD:** From 08/30/21 to 08/30/22 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Global Companion Foreign Voluntary Workers Compensation and Employers Liability Coverage Part consists of these Declarations, the forms and endorsements shown below, and the Common Policy Conditions.

1. COVERAGE AND LIMITS OF INSURANCE:**A - FOREIGN VOLUNTARY WORKERS COMPENSATION**

Type Of Covered Employees (☒ indicates applicable):	Applicable Workers Compensation Law (☒ indicates applicable):
☒ Permanent residents of the United States (including its territories and possessions) or Puerto Rico	☒ Workers compensation law of covered employee's state of hire; or ☐ Workers compensation law of the following state:
☒ Permanent residents of Canada, other than local national employees	☒ Workers Compensation law of covered employee's province or territory of hire; or ☐ Workers Compensation law of the following province or territory:
☐ Permanent residents of countries outside the United States (including its territories and possessions), Puerto Rico and Canada, other than local national employees	☐ Workers compensation law of covered employee's country of permanent residence; or ☐ Workers compensation law of the following jurisdiction: For permanent residents of the following country:
☒ Local national employees [only for bodily injury sustained while in the United States (including its territories and possessions) or Puerto Rico on temporary business travel]	☒ Workers compensation law of covered employee's country of permanent residence

B - EMPLOYERS LIABILITY**Type Of Covered Employees** (☒ indicates applicable):

- ☒ Permanent residents of the United States (including its territories and possessions) or Puerto Rico
- ☒ Permanent residents of Canada, other than local national employees
- ☐ Permanent residents of countries outside the United States (including its territories and possessions), Puerto Rico and Canada, other than local national employees
- ☐ Local national employees

PRODUCER: WTW NORTHEAST INC**OFFICE:** New Jersey**WC 99 06 L1 09 20**

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Limits of Insurance:

Bodily Injury By Accident Each Accident Limit	\$1,000,000
Bodily Injury By Disease Each Covered Employee Limit	\$1,000,000
Bodily Injury By Disease Aggregate Limit	\$1,000,000

C - TRANSPORTATION EXPENSES

Limits of Insurance:

Transportation Expenses Each Covered Employee Limit	\$1,000,000
Transportation Expenses Aggregate Limit	\$1,000,000

D - EMERGENCY EVACUATION AND REPATRIATION EXPENSES

Limits of Insurance:

Emergency Evacuation And Repatriation Expenses Each Covered Employee Limit	\$10,000
Emergency Evacuation And Repatriation Expenses Aggregate Limit	\$100,000

2. FORM OF BUSINESS: LLC

3. NUMBERS OF FORMS AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART:
SEE IL T8 01



One Tower Square, Hartford, Connecticut 06183
Telephone: 1-800-328-2189

**GLOBAL COMPANIONSM PLUS+
COMMON POLICY DECLARATIONS**

POLICY NO: ZGC-51M86645-21-GC
ISSUE DATE: 05/14/21

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

JSRE MANAGEMENT, LLC. AND
660 MADISON AVENUE
SAFRA NATIONAL BANK OF NEW YORK
NEW YORK, NY 10065

2. POLICY PERIOD: From 08/30/21 to 08/30/22 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

Premises Loc. No.	Bldg. No.	Occupancy	Address (same as Mailing Address unless specified otherwise)
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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

SEE IL T8 01

5. NUMBERS OF INTERLINE FORMS AND ENDORSEMENTS FORMING PART OF THIS POLICY:

SEE IL T8 01

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

7. PREMIUM SUMMARY:

Provisional Premium	\$See
Due at Inception	\$Delivery
Due Each	\$Invoice

NAME AND ADDRESS OF AGENT OR BROKER

WTW NORTHEAST INC
200 LIBERTY ST
NEW YORK NY 10281

COUNTERSIGNED BY:

Authorized Representative

Date: _____

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**GLOBAL COMPANIONSM PLUS+ BUSINESS AUTO
COVERAGE PART DECLARATIONS**

POLICY NO.: ZGC-51M86645-21-GC
ISSUE DATE: 05/14/21

INSURING COMPANY: Travelers Prop Casualty Co of America

ITEM ONE

Declarations Period: From 08/30/21 to 08/30/22 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Business Auto Coverage Part consists of these Declarations and the Coverage Forms shown below.

ITEM TWO

A. COVERAGE AND LIMITS OF INSURANCE

Coverage applies only to those "autos" shown as covered "autos" by entry of one or more symbols from SECTION I - COVERED AUTOS of the Global Companion Business Auto Coverage Form.

COVERAGES	COVERED AUTOS	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS
LIABILITY	8,9	\$1,000,000
AUTO MEDICAL PAYMENTS	8	\$10,000
PHYSICAL DAMAGE	8,9	\$50,000 FOR ANY ONE LOSS MINUS A DEDUCTIBLE OF \$1,000 FOR ANY ONE LOSS, SUBJECT TO AN AGGREGATE OF \$50,000 IN ANY ONE POLICY PERIOD.

B. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS: See GLOBAL COMPANION BUSINESS AUTO COVERAGE FORM, SECTION I - COVERED AUTOS

SYMBOLS 1 - 4 & 7 - 9 for Liability

SYMBOLS 2, 3, 4 & 8 for Auto Medical Payments

SYMBOLS 8 & 9 for Physical Damage

PRODUCER WTW NORTHEAST INC

OFFICE New Jersey

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Risk Specialists Companies Insurance Agency, Inc.
d/b/a RSCIA in NH, UT & VT

28 Liberty Street
New York, NY 10005
(212) 458-5000



BINDER OF INSURANCE CONFIRMATION LETTER

August 10, 2022

Vanessa Jones
MARSH USA INC.
540 W. MADISON STREET SUITE 1200
CHICAGO, IL 60661

Insured: Safra New York Corporation
546 5TH AVE
NEW YORK, NY 10036-5000

Insurance Carrier: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
175 WATER STREET, NEW YORK, NY, 10038-4969

Policy: PORTFOLIOSELECT FOR FINANCIAL INSTITUTIONS
SUBMISSION #: 28108645
POLICY#:01-450-87-64
REPLACEMENT OF POLICY #: 01-593-05-96
POLICY PERIOD: FROM 08/31/2022 TO 08/31/2023

Dear Vanessa:

On behalf of National Union Fire Insurance Company of Pittsburgh, Pa. (hereinafter "Insurer"), I am pleased to confirm the Final binding of coverage in accordance with our agreement as set forth below and subject to the conditions set forth herein. Please review said Final Binder for accuracy and contact the Insurer prior to the effective date of policy coverage of any inaccuracy(ies) found within the issued Binder. If the Insurer does not hear from you prior to the effective date of policy coverage it will be understood that the Binder has been accepted as an accurate description of the agreed upon terms of coverage.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

*****IMPORTANT POLICY ISSUANCE VERIFICATION*****

A policy will be issued with the name and address of the Insured exactly as referenced in the "Policy Information" Section of this Binder. If this information is inaccurate, please advise us immediately.

POLICY INFORMATION

INSURED: Safra New York Corporation

INSURED'S ADDRESS: 546 5TH AVE
NEW YORK, NY 10036-5000

TYPE OF POLICY: PORTFOLIOSELECT FOR FINANCIAL INSTITUTIONS

BASIC FORM: 113989(06/13)

INSURANCE COMPANY: National Union Fire Insurance Company of Pittsburgh, Pa.

POLICY NUMBER : 01-450-87-64

EFFECTIVE DATE: 08/31/2022 **EXPIRATION DATE:** 08/31/2023

Policy Aggregate Limit of Liability	\$10,000,000
Total Premium	\$72,668
Commission	15.00%

Employment Edge® Employment Practices Liability	
LIMIT OF LIABILITY	
Shared Limit of Liability	\$10,000,000
Shared Limit of Liability with PTL	
RETENTION / DEDUCTIBLE	
Class Action Retention	\$250,000
Third Party Retention	\$250,000
All other Loss to which a Retention applies	\$250,000
CONTINUITY DATE	
Outside Entity Executive Coverage: Date on which the Executive first served as an Outside Entity Executive for such Outside Entity.	
All other EPL Coverage	July 09, 2001

Fiduciary Liability Insurance Edge® Employee Benefit Plan Fiduciary Liability	
LIMIT OF LIABILITY	
Shared Limit of Liability	\$10,000,000
Shared Limit of Liability with EPLI	
RETENTION / DEDUCTIBLE	

Allianz Global Corporate & Specialty SE (UK Branch) **Allianz**

Police n° GBZ000289211

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend, or alter the coverage afforded by the policy of insurance identified below:

NAME AND ADDRESS OF INSURED	COMPANY AFFORDING COVERAGE
Safra New York Corporation and subsidiaries 546 Fifth Avenue New York NY 10036 United States	Allianz Global Corporate & Specialty SE (UK Branch) Allianz House 60 Gracechurch Street London, EC3V 0HR United Kingdom

This is to certify that the policy or policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all terms, limitations, exclusions and conditions of such policy, inclusive of any limitations of liability and exclusions. The limits of liability available may be reduced by claims and damages payment made under other related policies of insurance issued by the insurer identified herein or other insurers under common reinsurance with respect to the Insured's international insurance program. Claim, loss and damage, if any, will be adjusted and shall be payable in accordance therewith.

ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
29 th December 2021	25 th December 2020 00:00h local time	31 st December 2022 24:00h local time As extended from time to time

TYPE OF INSURANCE	POLICY NUMBER	DEDUCTIBLES USD	EACH OCCURRENCE USD	AGGREGATE USD
Section A: Crime and Professional Indemnity	GBZ000289211	Section A: USD 1,000,000 any one Single Claim.	Section A: USD 50,000,000 Each and Every Loss.	Section A: USD 50,000,000 In the Aggregate.
Section B: D&O (Excluding Side A)		Section B: Claims brought in the USA or Canada: USD 500,000 any one Single Claim	Section B: USD 50,000,000 Each and Every Loss.	Section B: USD 50,000,000 In the Aggregate.
		All other Claims: USD 250,000 any one Single Claim Company		Subject to Global shared Tie in of Limits Aggregate: USD 100,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
N.a.

CANCELLATION:

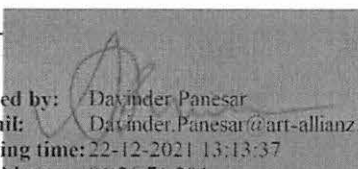
The Insurer has no obligation to update or correct the Certificate of Insurance due to changes of the Policy and has no obligation to give any notice of the above described policies be cancelled or coverage be reduced before expiration date thereof.

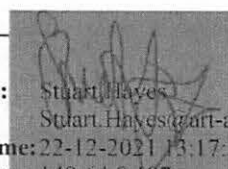
SPECIAL NOTICE OF SANCTIONS AND EMBARGOES CONTROLS:

The policy or policies of insurance identified herein contained exclusions and other conditions and limitations concerning sanctions and embargo requirements that may limit or exclude coverage and payments thereunder.

UK, 22nd December 2021

Allianz Global Corporate & Specialty SE (UK Branch)

Name _____

 Signed by: Dayinder Panesar
 EMail: Dayinder.Panesar@art-allianz.com
 Signing time: 22-12-2021 13:13:37
 IP address: 86.26.76.204

Name _____

 Signed by: Stuart Hayes
 EMail: Stuart.Hayes@art-allianz.com
 Signing time: 22-12-2021 13:17:21
 IP address: 148.64.8.197

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

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

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

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

Proposer's Signature: Ricardo Janini SVP, Daniel Pereira SVP _____

Date: 08/12/2022 _____

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

Proposer's Name:	Safra National Bank of New York
-------------------------	--

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.	Safra National Bank of New York ("Safra"), through its Access Loans® department offers no credit check / no hard FICO check loans of \$500 to \$5,000 to benefits-eligible local government employers with at least one year of service. The program is available to employers on a voluntary basis. Repayment terms range from 6 months to 36 months. Our interest rate is the same for all borrowers – 21.99% simple, fixed interest. We do not charge any fees or prepayment penalties, and our loans are easily applied for via AccessLoans.com, or via our toll-free number (888-287-9483). Our offices are located steps from the Broward County line at 21500 Biscayne Blvd, so we provide a very close local partnership, even though we aren't located within County limits. We have a strong presence in South Florida and already offer this program to a number of local Cities

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.	Any benefits-eligible Broward County employee with one year of service, can quickly and easily apply for a loan by visiting AccessLoans.com and working through a 5-minute application process by first picking their employer from a drop-down-box (See attached screenshots) Borrowers then verify their phone number and email via 2 factor authentication and an email token. They then fill out their application form and choose their loan amount and repayment term. If they exceed the allowable threshold amount based on their earnings (minus overtime) for the Broward County population, they will be offered a repayment amount that conforms to the plan thresholds (Bi-weekly after-tax payments under 10% of base bi-weekly salary). Borrowers then process their facial recognition safeguard (see below for process details) and sign their loan documents. From there, we will fund the loan in a maximum of one business day, but aim to fund the majority of County loans same-day. Borrowers can link their bank account (via Plaid Link) to ensure the quickest and most secure method of funding. If they don't have a bank account available, we can mail a registered check to their current address. See attached: Screenshots/Video of Application. Loan Agreement – There are numerous clauses within this agreement that do not apply to the b2b product, namely – Credit investigation fees, Prepaid finance charges, late charges, dishonored payment fees, etc. This is because of a broad lending agreement format as a FL lender. We are happy to customize a Broward County specific loan agreement upon award.
3	Explain the timeframe for funding an approved loan.	We aim to fund loans same-day with a one business day max funding timeline from the time applicants sign their loan agreement.
4	Describe the options for employees to receive loan funds. (i.e., check, direct deposit, etc.).	Employees can receive loan proceeds into a checking or savings account of their choice. Alternatively, they can receive a paper check to their registered address if a bank account is not available.

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?	We provide monthly loan statements to borrowers. Loans can also be viewed anytime (24/7) with the latest status at AccessLoans.com. Alternatively, our support team can give status updates in real time via our toll-free number on (888) 287-9483.
6	Describe the financial literacy tools/training Proposer provides for employees applying for a loan and provide a sample.	More detail on our financial wellness resources can be viewed via the following links... FinWell Blogs: https://www.accessloans.com/blog/ FinWell Videos: https://www.youtube.com/channel/UCFC-PT4rX9SQWbUYMm9kKaw FinWell Social Media Posts: - Facebook: https://www.facebook.com/AccessLoansUSA - LinkedIn: https://www.linkedin.com/company/access-loans-usa - Instagram: https://www.instagram.com/accessloansusa/ - Twitter: https://twitter.com/AccessLoansUSA As we do with other valued partners, we are happy to create custom, dedicated Financial Wellness resources in partnership with the County to address the current strategic objectives within County financial wellness efforts and topics
7	What is the name of your banking partner for funding the loans?	The Access Loans® line of business is carried out by Safra National Bank of New York, which means we originate and maintain all employee loans on our own balance sheet. The key benefit of working directly with a local Bank (located in Aventura, FL) is that we have much more product and program flexibility to be able to tailor services towards the County's ongoing needs. Partnering directly with a bank for this service ensures the very highest standards of security, compliance, and risk management at the vendor/client level and, more importantly, keeping the employee experience safe, and bank level secure. Safra adheres to many Federal, local and regulatory safeguards that makes partnering with us, the safest way to operate this type of essential program.

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

NEGOTIABLE ITEMS		
#	Description	Response
8	Are the loans provided by Proposer insured by FDIC, NCUA, Federal Reserve or OCC?	Safra National Bank of New York is a nationally chartered U.S. Bank supervised by the Comptroller of the Currency and member of the Federal Reserve and the Federal Deposit Insurance Corporation ("FDIC") Headquartered in New York with a branch in Aventura, FL. Licensed lender in 50 States. Federal Reserve System member.
9	Describe any other reasons an employee can be declined for a loan besides bankruptcy, identity cannot be verified, or does not pass the facial recognition requirement.	Not benefits eligible or less than one year of service. Existing loan with outgoing vendor that exceeds the allowable 10% of net bi-weekly paycheck.
10	Describe the Proposer's process to collect remaining loan balance when an employee separates or retires from County employment.	We will connect with the employee via their contact details gathered in the application process to co-operatively, and respectfully work with the employee to establish a payment plan that works for them until they can arrange to pay back the loan. We treat the employee at the same high level of care, as if they were still a County employee. We do not harass or badger borrowers. We do not pass personal details of defaulted loans to third party collection agencies. In most cases, the first action we take is offering the borrower the opportunity to take a break from repayments as they may not be employed at the time. The County is never liable for any loaned funds during, or after employment.
11	What is the frequency at which data is reported to the credit bureau(s)?	We report on-time payment data to all three major credit bureaus once a month
12	What materials/services does Proposer provide to support non-English speaking employees and hearing-impaired callers?	All services are additionally available in Spanish either online or via our toll-free number. For hearing impaired borrowers, we encourage them to use online services. (Answer to question 13. as region below wasn't editable: Borrowers can refinance up to twice a year based on the existing program standards or existing loans with the previous vendor.
13	Describe Proposer's refinance terms including frequency.	
Description		Yes/No If No, BRIEFLY explain why.

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

NEGOTIABLE ITEMS		
#	Description	Response
14	Does Proposer provide the option of no credit check for a fixed interest rate and the option of a potential lower interest rate through a credit check?	☐ Yes ☒ No We can offer this program as a no-cost add-on if the County requires it.
15	Does Proposer require employees to have a personal email address?	☐ Yes ☒ No We would ask that employee apply via our toll-free number (888-287-9483) and we can verify their identity using internal technology
16	Does Proposer require employees to have a personal phone number?	☐ Yes ☒ No Similarly, to those lacking an email address, we can have them process their application over the phone and go through our verification procedures via that medium
17	Does Proposer require employees to be U.S. Citizens?	☐ Yes ☒ No Any full-time employee of the County with at least one year of service is eligible, provided they meet program requirements and identity verification

PROGRAM SAFEGUARDS		
#	Description	Response
18.	Describe the Proposer's step-by-step process for identity verification used for each loan request.	After the loan application is filled out, we use Amazon Rekognition with a manual review safety net/quality control standard
19.	What is the name of the program Proposer uses to process facial recognition?	Amazon Rekognition + Internal Manual Review in failure cases
20.	Describe the documents Proposer requires from employees to submit for facial recognition.	We will accept any of the following documents as part of the facial recognition process... County Employment ID Card US State issued Driver's license US State issued ID Current and valid passport with photograph Law Enforcement ID Card US Military Card (Front and Back) Permanent Resident Card Certificate of Citizenship Certificate of Naturalization
21.	What acceptable % match does Proposer require for facial recognition?	With Amazon Rekognition we look for a minimum of 92% match. We are happy to increase the % match if requested by the County. (e.g. to recommended Law Enforcement standards of 95%) However, at 96% or higher more false negatives tend to be generated so with the manual review safeguard, we feel 92% is a safe standard. With manual review it is a pass/fail threshold

Project Specific Vendor Questionnaire
GEN2124409P1 - Voluntary Emergency Loan Program

22.	Describe the protocol Proposer uses when employee documents do not pass the facial recognition verification.	If a borrower fails the facial recognition process, we ask them to resubmit a clearer "selfie" with photo ID. If this resubmission fails to meet the threshold above, we submit for manual review. If the borrower fails manual review, they are unable to obtain a loan.	
23.	Explain how Proposer verifies employee's Florida Driver's License or State Issued ID card.	Amazon Rekognition will read the DL number in the application flow, and then cross checking with an internal database / technology tool to confirm the match	
24.	Describe any safeguards Proposer has in place regarding browser fingerprint (IP Address) to deter digital identity theft.	There are numerous internal bank controls in place to guard against malicious actors and flagging potentially abusive IP. Safra National Bank of New York adheres to all current best practices within banking level security standards to safeguard against these threats.	
25.	Describe any safeguards Proposer has in place for bank account cross-checking.	Numerous internal Safra controls in addition to technology tools at work in the Access Loans® line of business.	
26.	Describe email encryption platform or software Proposer uses to ensure communication between your employees and County staff are secure.	Cisco Secure Email Encryption	
	Description	Comply/Agree: Yes/No	If No, BRIEFLY explain why.
27.	Does Proposer require address on driver's license or ID card match address supplied on loan document?	[] Yes [X] No	As we have internal technology to confirm the most current borrower address, we do not require a current address on verification ID.

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

Proposer's Signature: Ricardo Janini SVP, Daniel Pereira SVP _____

Date: 8/12/2022 _____

Supplier Access Loans

Standard Instructions to Vendors - Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in Periscope S2G for the response to be deemed valid by the County. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

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

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors** for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

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

2. Criminal History Screening Practices Certification

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

3. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors** for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response.

A case is considered to be "material" if it relates, in whole or in part, to any of the following:

- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
 - c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
 - d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
 - e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
 - f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
 - i. Balance sheets, income statements and annual reports; or

- ii. Tax returns; or
- iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to Standard Instructions to Vendors, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

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

4. Affiliated Entities of the Principal(s)

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

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

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

5. Insurance Requirements

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

6. Ownership Disclosure

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

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

C. Additional Information and Certifications

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

1. Vendor Questionnaire and Standard Certifications

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

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

2. Subcontractors/Subconsultants/Suppliers Requirement

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

D. Standard Agreement Language Requirements

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

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

E. Cone of Silence

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

F. Evaluation Criteria

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

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

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: **Safra National Bank of New York**
2. Doing Business As/ Fictitious Name (if applicable): **Access Loans**
3. Federal Employer I.D. no. (FEIN): **13-3379508**
4. Dun and Bradstreet No.: **78-784-8928**
5. Website address (if applicable): **www.accessloans.com**
6. Principal place of business address: **546 Fifth Avenue
New York, NY 10036**
7. Office location responsible for this project: **21500 Biscayne Blvd, Suite 302
Aventura, FL 33180**
8. Telephone no.: **818-235-8747** Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:

☒ **Delaware**

Sole Proprietor

☐

Limited Liability Company (LLC)

☐

Limited Partnership

☐

General Partnership (State and County Filed In)

☐

Other – Specify

☐

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
L19000209884

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

a) **Jacob J. Safra - Chairman**

- b) Simon Morato - CEO
- c) Peter Javier - Corporate Secretary
- d) Carlos Bertaco - Controller

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Ricardo Janini

Title: SVP Consumer Lending

E-mail: ricardo.janini@safra.com

Telephone No.: (786) 537-6784

Name: John Grogan

Title: FVP Consumer Lending

E-mail: john.grogan@accessloans.com

Telephone No.: (818) 235-8747

- 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:

Ricardo Janini
*AUTHORIZED SIGNATURE/NAME

SVP Consumer Lending
TITLE

8/3/2022
DATE

Vendor Name: **Safra National Bank of New York dba Access Loans**

* 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 Access Loans

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: john.grogan@accessloans.com

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Ricardo Janini
Authorized Signature/Name

SVP Consumer Lending
TITLE

Safra National Bank of New York dba Access Loans
Vendor Name

7/27/22
DATE

Revised May 1, 2021

Supplier Access Loans

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).

Ricardo Janini	SVP Consumer	Safra National Bank dba	7/28/22
Authorized Signature/Name	Lending Title	Access Loans Vendor Name	Date

Revised May 1, 2021

Supplier: Access Loans**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: Safra National Bank of New York dba Access Loans

Revised May 1, 2021

Supplier Access Loans

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: **Ricardo Janini**

Title: **SVP Consumer Lending**

Vendor Name: **Safra National Bank of New York dba Access Loans**

Date: **8/3/2022**

Revised 11/24/2021

Supplier: Access Loans

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: Safra National Bank of New York dba Access Loans

Revised May 1, 2021

Supplier: Access Loans

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: **Ricardo Janini**

VENDOR NAME: **Safra National Bank of New York dba Access Loans**

TITLE: **SVP Consumer Lending**

DATE: **7/28/22**

Revised May 1, 2021

Supplier Access Loans

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION
FORM**

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

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

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

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

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

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

The Vendor attests to the following:

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

Grand Total

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

Yes ☐ No ☒

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

Vendor Name: Safra National Bank of New York dba Access Loans

Ricardo Janini
Authorized Signature/Name

SVP Consumer Lending
Title

7/28/22
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: Safra National Bank of New York

Ricardo Janini
Authorized Signature/Name

SVP Consumer Lending
Title

7/28/22
Date

Revised May 1, 2021

Supplier Access Loans

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.

Ricardo Janini
Authorized Signature/Name

SVP Consumer Lending
Title

Safra National Bank of New York dba Access Loans
Vendor Name

7/28/22
Date

Revised 11/24/2021

Supplier: Access Loans

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:

Vendor is based footsteps from the Broward County line, Miami-Dade County (Aventura). Place of business that will be administering this program is...

Safra National Bank of New York c/o Access Loans

**21500 Biscayne Blvd, Suite 302
Aventura, FL 33180**

Access Loans products are offered by SNBNY. These consumer loan products are only offered at its main branch office located in Aventura, Florida.

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: Ricardo Janini

TITLE: SVP Consumer Lending

VENDOR NAME: Safra National Bank of New York dba Access Loans

DATE: 7/28/22

Revised May 1, 2021

Supplier Access Loans

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