

Solicitation PNC2119543R1

Request For Qualifications - Job Order Contract

Bid Designation: Public



Broward County Board of County Commissioners

Bid PNC2119543R1 Request For Qualifications - Job Order Contract

Bid Number PNC2119543R1
Bid Title Request For Qualifications - Job Order Contract

Bid Start Date Oct 23, 2019 5:21:21 PM EDT
Bid End Date Dec 4, 2019 2:00:00 PM EST
Question & Answer
End Date Nov 8, 2019 5:00:00 PM EST

Bid Contact Michelle Lemire
Purchasing Agent
Purchasing Division
954-357-6782
mlemire@broward.org

Bid Contact Carolyn Messersmith
954-357-5857
cmessersmith@broward.org

Contract Duration **Not Applicable**

Contract Renewal Not Applicable

Prices Good for **Not Applicable**

Pre-Bid Conference **Oct 30, 2019 11:00:00 AM EDT**
Attendance is optional

Location: Government Center East, Room GC430, located at 115 South Andrews Avenue, Fort Lauderdale, FL 33301

Bid Comments **Scope of Work - Request for Qualifications:** Broward County is seeking to shortlist qualified contractors for a Job Order Contract Program. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the County. This is Step One of a Two-Step procurement. In Step One, the County will qualify (shortlist) contractors by group. In Step Two, the County will issue bids to shortlisted contractors; recommended contractors for award will be based on low responsive, responsible bids by group, up to the recommended number of contracts by group. The County anticipates awarding separate contracts for Public Works, Aviation, and Port Everglades Departments. Refer to Special Instructions to Vendors for additional detail by group.

OESBD Requirements: This solicitation includes the following Office of Economic and Small Business Development (OESBD) Requirements:

- A. Solicitation includes contracts reserved for Broward County certified Small Business Enterprises (SBE).
- B. Solicitation includes contracts reserved for Broward County certified County Business Enterprises (CBE).
- C. Solicitation includes contracts with participation goals for Broward County certified County Business Enterprises.

Refer to Special Instructions and the Office of Economic and Small Business Development Requirements section for additional information on each requirement.

County/State License Requirements: In order to be considered a responsive and responsible Vendor for the scope of work set forth in this solicitation, the Vendor must possess specified license at the time of submittal (refer to Summary Scope of Work and Special Instructions to Vendors).

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding

the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via BidSync.

Submittals:

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

Added on Nov 7, 2019:

Addendum No.1

1. The below file has been ADDED:

-Workforce Investment Program Requirements

2. The below file has been REMOVED:

- Subcontractors-Subconsultants-Suppliers Requirement Form

3. Words in ~~striketrough~~ type are deletions from existing text. Words in bold and underline type are additions to existing text.

Section B, Item 3; License Requirements of the Special Instructions for Vendors document has been revised to remove the following:

Licensing – in order to be considered a responsible Vendor for the scope of work, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal: State: Certified General Contractor OR Certified Building Contractor ~~AND-OR~~ County: General Building Contractor Class "A" (Must be registered with the State) OR General Building Contractor Class "B" (Must be registered with the State).

Added on Nov 15, 2019:

Addendum No.2

1. Evaluation Criteria is removed and replaced in its entirety. Item #3: Past Performance was updated to remove the projects by size amount (and applicable attachments D and E).

2. Attachments A and B have been re-issued as a pdf fillable form. Attachment C has been re-issued as a fillable form and the Project Amount removed from the header.

3. The below file has been ADDED:

-Summary Sheet – Vendor's Submittal

This is an information sheet that will be used to identify what areas/OESBD Designations that a vendor is submitting qualifications for.

3. Words in striketrough type are deletions from existing text. Words in bold and underline type are additions to existing text.

Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation document has been revised to update the following:

2. In response to a Step Two solicitation, qualified Vendors are required to ~~submit a~~ reaffirm the Contractor Assurance Statement on company letterhead, signed by the owner or authorized company representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the project and, agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals stated Special Instructions to Vendors.

3. A Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier, will be required for ~~all work authorizations-job orders~~ issued under this agreement (s) for each certified CBE firm the Vendor intends to use to achieve the assigned cumulative CBE participation goal. All Vendors responding to the Step Two solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.

Added on Nov 20, 2019:

Addendum No.3

Words in ~~striketrough~~ type are deletions from existing text. Words in bold and underline type are additions to existing text.

The **Proposal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements** is modified as follows:

B. Performance and Payment Guaranties: Vendor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond Form and Payment Bond Form within the required time being notified of the award of contract,

1. The bonds shall be in the amount of ~~one hundred percent (100%)~~ **the percentage designated in the Step Two solicitation (i.e. 50% of contract value)** of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety....

Added on Dec 2, 2019:

Addendum No. 4

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold and underline** type are additions to existing text.

1. The RFP-RLI-RFQ Vendor Questionnaire and Std. Certifications is modified as follows:

Cone of Silence Certification

The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).

2. The following document is added: Summary of Vendor Rights Regarding Broward County Competitive Solicitations

Addendum # 1

New Documents	Workforce Investment Program Requirements
Removed Documents	RFP-RLI-RFQ Subcontractors-Subconsultants-Suppliers Requirement Form

Addendum # 2

New Documents	Summary Sheet - Vendor's Submittal.pdf		
	REVISED PNC2119543R1 Evaluation Criteria.pdf		
	REVISED PNC2119543R1 Evaluation Criteria Attachment A.pdf		
	REVISED PNC2119543R1 Evaluation Criteria Attachment C.pdf		
	REVISED PNC2119543R1 Evaluation Criteria Attachment B.pdf		
Removed Documents	PNC2119543R1 Evaluation Criteria.pdf		
Previous End Date	Nov 20, 2019 2:00:00 PM EST	New End Date	Dec 4, 2019 2:00:00 PM EST

Addendum # 3

Addendum # 4

New Documents	Summary of Vendor Rights Regarding Broward County Competitive Solicitations.pdf
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Item **PNC2119543R1-01-01 - Request for Qualifications - Job Order Contract**

Quantity **1 n/a**

Prices are not requested for this item.

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

No Location Specified

Qty 1

Description

This is a Request for Qualifications. Price is not requested and will not be considered in the evaluation and short listing of the qualified firms. Pricing (multipliers/adjustment factors) based on the Construction Task Catalog will be required from the shortlisted Contractors in the Step Two solicitation.

Summary Scope of Work Job Order Contract

The County reserves the right to update or make modifications to the Summary Scope of Work, prior to release of the Step Two solicitation to shortlisted contractors.

1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively proposed adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount calculated in the Exhibit B which is used for the purposes of determining the proposed price.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Estimated Annual Value** - The estimated value of Job Orders the County may issue on an annual basis.
- 1.7. **Job Order** - A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A Project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and CBE designation; (e) Construction schedule; and (f) other requested documents.

- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.14. **Non-Security Areas Adjustment Factor** - Work completed in a location in which does not require direct supervision by facility security personnel.
- 1.15. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:59 p.m. Monday to Friday, excluding County holidays.
- 1.16. **Notice to Proceed** - A written notice issued by the County directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.17. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.18. **Other than Normal Working Hours** - Includes the hours of 7:01 p.m. to 6:59 a.m. Monday to Friday, and any time Saturday, Sunday, or County Holidays.
- 1.19. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.20. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.21. **Request for Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.22. **Security Areas Adjustment Factor** - Any tasks performed in an area designated in this bid/contract as "secure" wherein facility security personnel must monitor and/or supervise the Contractor and its subcontractors.
- 1.23. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.24. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.25. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction

Task Catalogs[®]. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

- 1.26. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

2. CONTRACT OVERVIEW

- 2.1 A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The Contract Documents include a Construction Task Catalog[®] containing Pre-priced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.
- 2.2 In Step Two, shortlisted Contractors will bid two sets of Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors will be for Work in Non-Security Areas while the second set of Adjustment Factors will be for Work in a Security Area. Each set of Adjustment Factors includes one Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog[®]. The Contractor will also bid a Non Pre-priced Task Adjustment Factor to be used when calculating the value of Non Pre-priced Tasks.
- 2.3. A Contract(s) will be awarded to the lowest responsive, responsible bidder(s).
- 2.4. Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors and suppliers, and other requested documentation.
- 2.5. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non Pre-priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.
- 2.6. If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.
- 2.7. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order

Price for completing the Detailed Scope of Work within the Job Order Completion Time.

2.8. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

3. DESCRIPTION OF THE WORK

3.1 The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

4. ADJUSTMENT FACTORS

4.1 There are five (5) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

4.2 The Adjustment Factors are as follows:

4.2.1 **Non-Security Areas, Normal Working Hours Adjustment Factor:** For work outside security areas, Monday through Friday 7:00 am to 7:00 pm except County holidays.

4.2.2 **Non Security Areas, Other Than Normal Working Hours Adjustment Factor:** For work outside security areas, Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and County holidays.

4.2.3 **Security Areas, Normal Working Hours Adjustment Factor:** For work inside security areas, Monday through Friday 7:00 am to 7:00 pm except County holidays.

4.2.4 **Security Areas, Other Than Normal Working Hours Adjustment Factor:** For work inside security areas, Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and County holidays.

4.2.5 Non Pre-priced Task Adjustment Factor: for Non Pre-priced Tasks.

4.3 The Non-Security Areas, Other Than Normal Working Hours Adjustment Factor (4.2.2) must be equal to or greater than the Non-Security Areas, Normal Working Hours Adjustment Factor (4.2.1).

4.4. The Security Areas, Other Than Normal Working Hours Adjustment Factor (4.2.4) must be equal to or greater than the Security Areas, Normal Working Hours Adjustment Factor (4.2.3).

- 4.5. The Security Areas, Normal Working Hours Adjustment Factor (4.2.3) must be equal to or greater than the Non-Security Areas, Normal Working Hours Adjustment Factor (4.2.1).
- 4.6. The Non Pre-priced Task Adjustment Factor must be greater than or equal to 1.0000.

5 Job Order Contracting Software

5.1 The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software (or eGordian®) applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

5.2. JOC System License

5.2.1. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC system and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

5.2.2. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

- 5.2.3. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
- 5.2.4. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

SUPPLEMENTAL CONDITIONS

Job Order Contract

1. CONTRACTOR SELECTION

- 1.1. Job Order Contracting: The County may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established County procedures and based on one or more of the following criteria:
 - 1.1.1. Rotational selection among all Contractors, unless otherwise determined by the County.
 - 1.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
 - 1.1.3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
 - 1.1.4. Management of Job Order dollar volume within bonding limitations of the Contractor.
 - 1.1.5. Price, as it relates to the County's independent cost estimate or to an offer from any other contractor.
 - 1.1.6. Contractor's responsiveness to the County on Job Orders.
 - 1.1.7. Other appropriate criteria as deemed in the best interest of the County.

2. INITIATION OF A JOB ORDER

- 2.1. As the need exists, the County will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 2.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 2.2.1. the general scope of the work;
 - 2.2.2. alternatives for performing the work and value engineering;
 - 2.2.3. access to the site and protocol for admission;

- 2.2.4. hours of operation;
 - 2.2.5. staging area;
 - 2.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
 - 2.2.7. requirements for professional services, sketches, drawings, and specifications;
 - 2.2.8. construction duration;
 - 2.2.9. liquidated damages;
 - 2.2.10. the presence of hazardous materials;
 - 2.2.11. date on which the Job Order Proposal is due.
- 2.3. Upon completion of the joint scoping process, the County will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 2.4. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

3. PREPARATION OF THE JOB ORDER PROPOSAL

- 3.1. The Contractor's Job Order Proposal shall include, at a minimum:
 - 3.1.1. Job Order Price Proposal;
 - 3.1.2. Required drawings or sketches;

- 3.1.3. List of anticipated Subcontractors;
 - 3.1.4. Construction schedule;
 - 3.1.5. Other requested documents.
- 3.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 3.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 3.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
- 3.4.1. Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog[®]. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
 - 3.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog[®].
 - 3.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - 3.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - 3.4.3.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the County's approval. If approved, less than three quotes or bids will be allowed.
 - 3.4.3.3. The final price submitted for Non Pre-priced Tasks shall be

according to the following formula:

A = Hourly Labor Rate (for Trades not in the Construction Task Catalog®) x the Quantity required

B = Direct Material Costs (supported by three quotes)

C = Direct Equipment Costs (for Equipment not in the Construction Task Catalog®) x the Quantity required

D = Subcontractor Costs (supported by three quotes)

E = Allowable Overhead and Profit = (A + B + C) x 15%

F = Subcontractor Allowance = D x 10%

Total Cost of Non Pre-Priced Task = A + B + C + D + E + F

For Non Pre-priced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's own forces = (A+B+C) x Non Pre-priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by subcontractors:

If the Non Pre-priced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non Pre-priced Tasks performed by subcontractors = D x Non Pre-priced Task Adjustment Factor

- 3.4.3.4. After a Non Pre-priced Task has been approved by the County, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 3.4.3.5. The County's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 3.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the County may permit the Contractor to be paid for such task as a Non Pre- priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
- 3.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable fee work task. The cost of expediting services or equipment use fees are not reimbursable.
- 3.7. The adjustment for reimbursable fee work tasks is 1.0101.
- 3.8. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 3.9. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 3.10. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described

below, the Contractor may be directed to begin work immediately with the paperwork to follow.

- 3.11. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

4. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 4.1. The County will evaluate the entire Job Order Price Proposal and compare these with the County's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.

- 4.2. The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:

- 4.2.1. Will constitute or create a hazard to the work, or to persons or property;

- 4.2.2. Will not produce finished Work in accordance with the terms of the Contract; or

- 4.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

- 4.3. The County reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The County also reserves the right not to issue a Job Order if it is determined to be in the best interests of the County. The County may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the County.

- 4.4. By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre- Priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the County.

- 4.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the

County and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

- 4.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

5. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS

- 5.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the County and to Gordian. In the event the Contractor fails to deliver the request timely, then the County shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the County. Thereafter, the Contractor's Normal Working Hours and Other than Normal Hours Adjustment Factors will be adjusted according to the following:

- 5.1.1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities (published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).

- 5.1.2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).

- 5.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

- 5.1.4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.

- 5.1.5. Averages shall be obtained by summing the 12 month indices and dividing by

12.

5.1.6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

5.1.7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.

5.1.8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

5.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

5.3. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.

5.4. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

6. JOC SYSTEM LICENSE FEE

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary Gordian Cloud and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement to obtain access to the Gordian JOC Solution.

THE CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is part of the Contract Documents and included by reference. The Construction Task Catalog® is available as a separate PDF document and will be issued with the Step Two procurement.

7. THE TECHNICAL SPECIFICATIONS

The Technical Specifications are part of the Contract Documents and included by reference. The Technical Specifications are available as a separate PDF document and will be issued with the Step Two procurement.

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 order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) 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**. The completed form 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.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is

not responsible to receive a particular award.

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-responsive.

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 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 provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.

- 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 will 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 Florida Statutes 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 provided in response to this solicitation.
- c. It is the Vendor's 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 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. 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. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. **Additional Information and Certifications**

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.

1. **Vendor Questionnaire**

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. **Standard Certifications**

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. **Subcontractors/Subconsultants/Suppliers Requirement**

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 Form** and submit as instructed.

D. **Standard Agreement Language Requirements**

1. 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 submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. 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.
5. 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 Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. 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:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or 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.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found 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 Selection or 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 Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. 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.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or 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.

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) Selection or Evaluation committee meeting.

K. 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 through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. 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.
3. To submit confidential material, three hardcopies must be submitted 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

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. 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.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or 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.

M. 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 make copies (including electronic copies) as reasonably necessary for the use 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.

N. 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.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.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. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. 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 contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or 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.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the

Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.

3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.

4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.

5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.

2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.

3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a

solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. 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 and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync 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 time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. 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.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. 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

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

Special Instructions to Vendors
Solicitation Name: PNC2119543R1, Job Order Contract

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

A. Additional Responsiveness Criteria:

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

1. Refer to **Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements (Two-Step)** for submittal requirements and forms. Vendor must submit an original **Submittal Bond** in the amount of (**see below chart**) at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit a Submittal Bond by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

Group	OESBD Designation	Submittal Bond Amount
A.	SBE Reserve	\$2,000
B.	CBE Reserve	\$5,000
C.	CBE Goals	\$5,000

2. Domestic Partnership Act Requirement
This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

B. Additional Responsibility Criteria:

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

1. Office of Economic and Small Business Development Program
This solicitation includes the following Office of Economic and Small Business Development Requirements:
 1. This solicitation includes contracts reserved for County Business Enterprise (CBE) firms certified by Broward County Office of Economic and Small Business Development. Refer to the **Office of Economic and Small Business Requirements: CBE Reserve** for further information.
 2. This solicitation includes contracts reserved for Small Business Enterprises (SBE) certified by Broward County Office of Economic and Small Business Development. Refer to the **Office of Economic and Small Business Requirements: Small Business Enterprises** for further information.
 3. This solicitation includes contracts with the following County Business Enterprise Goals: 30 % CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Requirements: CBE Goal Participation** section and submit all required forms and information as instructed.
2. Workforce Investment Program

This solicitation requires the Vendor to comply with the Workforce Investment Program. Vendors must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

3. Licensing – in order to be considered a responsible Vendor for the scope of work, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal:

State: Certified General Contractor
OR
Certified Building Contractor

AND

County: General Building Contractor Class “A”
(Must be registered with the State)
OR
General Building Contractor Class “B”
(Must be registered with the State)

Any work performed not within the scope of the above contract must be performed by a licensed and insured subcontractor.

Proof of licensing should be furnished at the time of submittal or within three (3) business days after request by the Purchasing Agent. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the solicitation.

B. Standard Agreement Language Requirements:

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

<http://www.broward.org/purchasing/documents/bcf170.pdf>

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

C. Demonstrations:

Not applicable to this solicitation.

D. Presentations:

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

E. Public Art and Design Program:

Not applicable to this solicitation.

F. Procurement Authority:

Construction General Contractor - Two-Step Method: Step 1 - Issue solicitation to short list Vendors; Step 2 - Issue Invitation for Bids to Shortlisted Vendors to obtain bids in accordance with Section V., Procurement of Construction Services, of the Broward County Procurement Code.

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

County Funds

H. Projected Schedule:

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

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

I. Project Manager Information:

Project Manager: Janice Carter, Contract Grant Administrator, Facilities Management Division

Email: jcarter@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync; answers are posted through BidSync.

Evaluation Criteria
(for non-CCNA Projects)

1. Ability of Professional Personnel:

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.

Additional instructions: Complete Attachment A for the primary Project Manager assigned to the Contract and attach a resume. Complete Attachment B for the primary General Superintendent assigned to the Contract and attach a resume. If awarded a Contract, the key personnel identified as the primary will be the key personnel assigned to the Contract. Any substitutions will require prior approval from the County. The Vendor may also submit additional staff to demonstrate the Vendor's ability to assign additional staff on an as needed basis if the volume of work increases to the point where an additional Project Manager(s) and/or Field Superintendent(s) are needed.

2. Project Approach:

Describe the prime Vendor's approach to the project. Include how the prime Vendor will use subconsultants in the project.

Additional Instructions: Insert a management plan describing your understanding of the JOC procurement system and approach for administering the Contract. Specifically address the following:

- 1)** Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.
- 2)** Your approach to subcontracting vs. performing the work with your own forces. Identify the types of work you intend to perform with your own forces and provide: a) a list of employees and equipment demonstrating your capability to perform the proposed work; and b), evidence on past projects of your ability to self-perform the work you intend to perform with in-house forces.
- 3)** The JOC Contractor is required to participate in the development and documentation of the scope of work for each Job Order. The Joint Scope Meeting allows for a collaborative effort between the Vendor and the County to discuss the Detailed Scope of Work prior to finalizing the price. Describe the Vendor's approach to assisting the County with review of the Detailed Scope of Work offering suggestions, improvements, and value-engineering.
- 4)** Provide a safety plan and your approach to accident prevention. Provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.

3. Past Performance:

Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references.

Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to **Vendor Reference Verification Form** and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.

Additional Information:

The County is seeking to obtain the services of an experienced construction contractor with work experience similar to the type of work the County may procure with JOC. If necessary, use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion.

Provide a minimum of three projects with references for each area your firm intends to bid on in the Step Two solicitation (i.e. Aviation, Port Everglades, Public Works) with references; a maximum of five projects per area will be accepted. Submit projects whose scope of work includes work for that Contract being bid. Example: If bidding for the Port Contract, submit project experience for the Ports or similar Owner. Contractors with less experience with these Contract types will still be considered, but evaluated accordingly. If submitting on more than one Contract, the Contractor may submit a separate set of projects for each Contract. Complete Attachment C for each Project. Submit projects that have achieved final acceptance after January 1, 2014.

For JOC experience, submit all JOC Contracts awarded after January 1, 2010 (non-Broward County). Specifically identify the following: a) the number of Job Orders issued, b) the volume of Job Orders issued, c) the potential duration of the Contract, base term + option terms, d) contract award date, e) date of the last Job Order issued, f) Maximum Contract Value (if applicable), g) any issues encountered during the course of the Contract and what was done to resolve those issues, and h) a current Owner reference and contact information.

4. Workload of the Firm:

For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.

5. **Financial Ability:**

1) Bonding Company Letter: Attach a letter from your bonding company, meeting surety requirements as stated in the agreement, that states ALL of the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, 3) how long the bonding company has been providing bonds to your firm. With the letter from the bonding company, attach an additional letter listing all the bonding companies the Vendor has used since 2010.

2) Ability to Financially Perform the Work: A JOC Contractor may have multiple projects ongoing at multiple sites with multiple subcontractors simultaneously with payment applications accepted for installed work. Demonstrate the company's financial capacity and capability to complete the work on multiple projects simultaneously and meet its financial obligations. Explain in detail your company's ability to financially perform the work, including but not limited to payment to project management and office staff, purchases of all materials including large equipment, and payment to subcontractors. Specifically mention whether or not the Vendor has lines of credit with any banks or equipment manufacturers for purchases of large equipment and other ongoing expenses for performing the work.

ATTACHMENT A **KEY PERSONNEL** **PROJECT MANAGER**

1) Firm's Name: _____

2) Project Manager's Name : _____

3) Type of Key Personnel: Primary Assigned to the Contract Full Time Additional Staff on As-Needed Basis

4) # of Years with the Firm: _____

5) # of Years Experience with Job Order Contracting: _____

6) Client Type Experience & # of Years Experience: Years _____

Public Works Aviation Port Other: _____

7) Experience: (Check ALL boxes that apply)

- Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor
- Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

8) **ATTACH RESUME** Yes

9) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications

ATTACHMENT B
KEY PERSONNEL
GENERAL SUPERINTENDENT

1) Firm's Name: _____

2) General Superintendent's Name : _____

3) Type of Key Personnel: Primary Assigned to the Contract Full Time Additional Staff on As-Needed Basis

4) # of Years with the Firm: _____

5) # of Years Experience with Job Order Contracting: _____

6) Client Type Experience & # of Years Experience: Years _____

Public Works Aviation Port Other: _____

7) Experience: (Check ALL boxes that apply)

Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor

Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

8) **ATTACH RESUME** Yes

9) **Licenses, Training, and Industry Recognized Certifications.** List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT C
COMPARABLE CONSTRUCTION EXPERIENCE

1) Firm's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2014** Yes No

7) **Company Role:** Sub Contractor Prime Contractor

8) **Agency:** County City Private Other: _____

9) **Project Type:** Public Works Aviation Port Other: _____

10) **Percentage of Self Performed Work with the Company's Trades:** _____%

11) **Project Type:** (Check ALL boxes that apply to the Scope of Work)

- Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor
- Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

12) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact:

Name: _____ **Title:** _____

Telephone: _____ **Email Address:** _____

13) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** *(Attach Additional Information As Necessary)*

Summary Sheet – Vendor’s Submittal

Solicitation Name: PNC2119543R1, Job Order Contract

Vendor should complete below form and submit 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 affect Vendor's evaluation.

Firm Name: _____

In accordance with RFQ No. PNC2119543R1, Job Order Contract, Broward County is seeking to shortlist qualified contractors for a Job Order Contract Program. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the County.

This is Step One of a Two-Step procurement. In Step One, the County will qualify (shortlist) contractors by group. In Step Two, the County will issue bids to shortlisted contractors; recommended contractors for award will be based on low responsive, responsible bids by group, up to the recommended number of contracts by group. The County anticipates awarding separate contracts for Public Works, Aviation, and Port Everglades Departments.

Refer to solicitation for additional detail by group and any requirements.

Check below what areas your firm is submitting qualifications for Step One: (Vendor may select more than one based on submitted experience and certifications).

Aviation:

SBE CBE CBE Reserve Goals

Port Everglades:

SBE CBE CBE Reserve Goals

Public Works:

SBE CBE CBE Reserve Goals

Note – the Office of Economic and Small Business Development will verify certification status for SBE and CBE contracts (for responsibility requirements).

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

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit 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 affect Vendor's evaluation.

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

1. Legal business name:
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County Filed In)
 - Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
- 14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
- 18. Has your firm's surety ever intervened to assist in the completion of a contract or 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 firm 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 impacts(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 % or decreased the pricing by %.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. 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 program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above

requirements.

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:

<input type="text"/>	<input type="text"/>	<input type="text"/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 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).

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:				
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY***

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: **Date:**

Title:

Vendor Name:

Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. In response to this Step One solicitation, Vendor should submit a **Contractor Assurance Statement** on company letterhead, signed by the owner or authorized company representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the project and, agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals stated **Special Instructions to Vendors**.
 2. In response to a Step Two solicitation, qualified Vendors are required to submit a **Contractor Assurance Statement** on company letterhead, signed by the owner or authorized company representative, affirming that company will comply with the County's non-discrimination policy, acknowledge the percentage goal established on the project and, agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals stated **Special Instructions to Vendors**.
 3. A **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, will be required for all work authorizations issued under this agreement(s) for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. All Vendors responding to the Step Two solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
 4. If a Vendor is unable to attain the CBE participation goal in the Step Two solicitation, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://bcegov3.broward.org/SmallBusiness/SBDirectory.aspx>
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>

CONTRACTOR ASSURANCE STATEMENT

(Vendor Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION: _____

I, _____, (Authorized Official/Agent) on behalf of the
_____(Vendor) hereby agree to comply with the County
Business Enterprise (CBE) requirements of the solicitation, between Broward County and
_____(Vendor) for _____
(Project).

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the solicitation.

Authorized Agent of Vendor

Printed Name & Title

Telephone Number

Date: _____

Office of Economic and Small Business Requirements: Small Business Enterprises

- A. In accordance with the Broward County Business Opportunity Act of 2012, codified in Section 1-81 of the Broward County Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for Small Business Enterprises (SBE).
- B. Only Vendors that are currently certified as SBEs or obtain SBE certification prior to the solicitation due date will be eligible for award of this contract award. Vendors are SBE-certified to provide goods and/or services to the County based on the Vendors' demonstration to the Office of Economic and Small Business Development (OESBD) that they provide such goods and/or services during the normal course of their respective businesses. Brokers are not eligible for certification.
- C. An SBE-certified Vendor must provide a commercially useful function for a project. A SBE-certified Vendor that seeks to act as a broker or does not provide a commercially useful function on a project shall be subject to decertification by OESBD.
- D. It is the Vendor's responsibility to ensure it is compliant with the Business Opportunity Act related requirements and solicitation deadlines by contacting OESBD to verify the Vendor's current SBE status or to obtain the applicable SBE certification.
- E. For detailed information regarding SBEs or to find the application for certification, contact OESBD at (954) 357-6400 or visit the website at: www.broward.org/EconDev/SmallBusiness.

Office of Economic and Small Business Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and nonCBEs may respond to the solicitation.
- C. The low, responsive and responsible, or the highest-ranked, responsive and responsible CBE, with capacity to perform, will be recommended for award, consistent with all applicable terms and conditions of Broward County's Procurement Code and subject to entering into an agreement acceptable to the County, as applicable. If no CBE is determined responsive and responsible, a non-CBE may be awarded the contract, with the establishment of at least a twenty-five percent (25%) CBE participation goal (unless the CBE goal is waived or otherwise modified by Board action), or the County may reject all responses submitted.
- D. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- E. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section F below).
- F. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.
 - 1. Vendor should include in its solicitation submittal a **Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI)** for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE.

The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 - 2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information.

The form is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- G. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- H. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.
- I. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.

- J. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- K. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
 4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
 5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
 6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition of the County's payment of Vendor under the contract.

This form is also available online at:

www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

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) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/>
	Or No <input type="checkbox"/>
Party	<input type="text"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form 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.

- 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 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.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (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 form should be returned with the Vendor's submittal. If the form 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, 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 is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

**Authorized
Signature/Name**

Title

Vendor Name

Date

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Vendor Name:

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) 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 information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
6. The Vendor understands that if after contract award, the County learns that the attestation 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. Further any misleading, inaccurate, 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 outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name:

Vendor's address listed in its submittal is:

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Signature/Name	Title	Vendor Name	Date

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
 - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

VOLUME OF PREVIOUS WORK 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 provide timely 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 Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor 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 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

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

Grand Total

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

Yes No

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

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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 Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** 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 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work 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.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Grand Total

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

Vendor Name:

Authorized Signature/Name

Title

Date

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification 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. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
 - 1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.

 - 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

- 3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Broward County Board of
County Commissioners
INSURANCE REQUIREMENTS

Bid PNC2119543R1

Project: Job Order Contract
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000 \$5,000,000 if Airside	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000 \$5,000,000 if Airside	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) Required for all engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY *Required if project involves environmental hazards.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	\$2,000,000
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10,000	
<input checked="" type="checkbox"/> Installation Floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be shown as a Loss Payee.			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 cpounall@broward.org
 cn=cpounall@broward.org
 2019.07.09 14:57:19 -04'00'

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
 10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE



Finance and Administrative Services Department
PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

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, which is available here: <https://www.broward.org/purchasing>.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs") or Requests for Letters of Interest ("RLIs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by a Selection or Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.84 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs and RLIs and in solicitations conducted through Invitations to Bid ("ITBs"). In RFPs and RLIs, vendors may protest a final recommendation of ranking made by a Selection or Evaluation Committee. In ITBs, vendors may protest a final recommendation for award made by the Broward County Purchasing Division.

In all cases, protests must be filed in writing within three (3) or five (5) business days after a recommended ranking or recommendation for award is posted on Purchasing Division's website. The timeframe for filing (*i.e.*, 3 or 5 business days) depends on the monetary value of the procurement. Additional requirements for a protest are set forth in Section 21.118 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Section 21.120 of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence; Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <https://www.broward.org/Purchasing/Documents/ConeOfSilence.pdf>.

However, vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Question and Answers for Bid #PNC2119543R1 - Request For Qualifications - Job Order Contract

Overall Bid Questions

Question 1

Is there an estimated budget for this? (Submitted: Oct 29, 2019 8:19:59 AM EDT)

Answer

- The estimated budget for the contracts awarded in the Step 2 solicitation is \$100,000,000.00. (Answered: Oct 29, 2019 2:06:15 PM EDT)

Question 2

How many contractors will be selected for each of the Public Works, Aviation, and Port Everglades contracts? (Submitted: Oct 30, 2019 9:35:01 AM EDT)

Answer

- Of the 12 anticipated awards, each of these departments would receive at least three (3) contracts, with the remaining contract assignments to be determined. (Answered: Nov 5, 2019 3:15:52 PM EST)

Question 3

Is there a maximum dollar cap per project assigned under this contract?

Also, is there a maximum aggregate value that can be awarded to a single contractor per year? (Submitted: Oct 30, 2019 9:45:06 AM EDT)

Answer

- 1. At this time, there are no maximum project values for projects assigned under this contract, however, each project will be reviewed prior to issuance of job order for applicability to the Scope of Work.
2. Maximum award per contractor is under review and will be issued with the Step 2 solicitation. (Answered: Nov 5, 2019 3:15:52 PM EST)

Question 4

Evaluation Criteria, #3 Past Performance:

Five past project examples are requested within three different value ranges for a total of 15 past project examples. However, the first paragraph of this section requests a minimum of three projects. Please clarify the number of past project examples required.

I respectfully request that the County consider requesting only 5 to 10 projects since 15 examples is a lot and many companies may not have that many examples. (Submitted: Oct 30, 2019 9:57:59 AM EDT)

Answer

- Please refer to Addendum No. 2, REVISED Evaluation Criteria. (Answered: Nov 19, 2019 2:41:41 PM EST)

Question 5

1. Please provide the 12 individual contract "estimated" budgets

2. Will Broward County qualify a firm to bid on this project based on verifiable documentation of the knowledge and prior experience of its owners and key employees with previous firms? As a form of reference we have included Miami-Dade Water and Sewer Department's qualification language:

In the event a firm is established by executives, supervisors, and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, the County reserves the right to qualify the firm based on the County's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm. The experience of key senior personnel with other firms may be counted towards the experience requirement, if acceptable to the Engineer. Should such evidence not be satisfactory to the Engineer, whose decision shall be final, the bid will be considered not responsible, and the second lowest bidder will be considered for award. The qualifying proof shall be submitted with the bid.

We respectfully feel that consideration needs to be given to the new small business. Although a new small business may be fully equipped, qualified and staffed with experienced personnel, they may not have been in

business long enough to collect the required experience as a company. However if the key employees have the required experience, we request that the county considers allowing the employees' experience to qualify the small business.

3. Please provide the estimated performance time for the 12 contracts (**Submitted: Oct 30, 2019 5:46:18 PM EDT**)

Answer

- 1. Maximum award per contract is under review and will be issued with the Step Two solicitation.
- 2. This question will be answered in a forthcoming addendum.
- 3. The contract performance period is two (2) initial years, with three (3), one (1) year renewal options.

(**Answered: Nov 5, 2019 3:15:52 PM EST**)

- The County will consider the prime Vendor's experience on projects, not individual personnel's experience. (**Answered: Nov 20, 2019 11:49:55 AM EST**)

Question 6

Is this contract just for General Contractors? (**Submitted: Oct 30, 2019 5:49:04 PM EDT**)

Answer

- Please refer to the Special Instructions to Vendors, Section 3 for required licenses. (**Answered: Nov 5, 2019 3:15:52 PM EST**)

Question 7

If we have not done any work for Broward County yet, and so do not have any county references to list for the Vendor Reference Verification Form (this would be our first county project to date), will that disqualify us from the application process? (**Submitted: Oct 31, 2019 1:16:47 PM EDT**)

Answer

- No. The Vendor Reference Verification Form specifically requests a minimum of three (3) NON-Broward County Board of County Commissioners references. Please include relevant references as instructed.

(**Answered: Nov 5, 2019 3:15:52 PM EST**)

Question 8

Is this bid strictly to Broward County SBE-Certified Vendors? or will the county consider a Non SBE-Certified vendor/firm, in the case that the county does not receive enough responses from Broward County SBE-Certified vendors/firms? (**Submitted: Nov 4, 2019 10:19:38 AM EST**)

Answer

- The Broward County Board of County Commissioners anticipates awarding up to 12 contracts under this solicitation, including those reserved for SBE's, CBE's, and Non-CBE's with goals. (**Answered: Nov 5, 2019 3:15:52 PM EST**)

Question 9

This 2 step solicitation requires as part of step 1 the upload of a Contractors Assurance Statement on company letterhead. Where/how is the upload possible? (**Submitted: Nov 4, 2019 2:55:01 PM EST**)

Answer

- In accordance with the Special Instructions to Vendors and the Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation, proposer is to submit a Contractors Assurance Statement (on their own letterhead) as part of the Step One solicitation. Proposers can upload completed statement in BidSync, under "Place Offer". Once on that page, proposers will be able to upload all documents required in the solicitation. (**Answered: Nov 5, 2019 3:15:52 PM EST**)

Question 10

Re: Vendor Reference Verification Form. Does the vendor complete the entire form for upload, or does the Vendor complete the top half and the county contacts the vendor and completes the rating section? (**Submitted: Nov 6, 2019 9:17:46 AM EST**)

Answer

- Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the Vendor Reference Verification Form to its reference organization/firm to complete and return to the Vendor's attention. The County will then verify information provided in the form. (**Answered: Nov 6, 2019 9:25:14 AM EST**)

Question 11

As per previously answered questions, Vendors with CBE Goals will be considered for this solicitation and must submit the Contractor Assurance Statement as attachment...however, one of the required forms in bidsync is the "

Office of Economic and Small Business Requirements: Small Business Enterprises". This required form only gives the option of certifying that the submitting firm is a SBE. Should non SBE firms use the take exception method for this form? (Submitted: Nov 6, 2019 11:17:39 AM EST)

Answer

- Vendors can enter password and save to accept the document in BidSync (so vendor can continue to submit offer on any area); Office of Economic and Small Business Development will review and determine SBE/CBE certification by firm. (Answered: Nov 8, 2019 4:04:35 PM EST)
- Refer to Addendum No.2, Summary Sheet - Vendor's Submittal form. This form allows bidders to indicate what areas and OESBD designations the firm is submitting qualifications for. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 12

Special Instructions to Vendors, Section 2.B.2. says that a Workforce Investment Program Form is required. Where is this form located? (Submitted: Nov 6, 2019 11:44:59 AM EST)

Answer

- This form has been added via Addendum No. 1. (Answered: Nov 7, 2019 5:11:36 PM EST)

Question 13

As this is a 2 step solicitation, and considering that the eventual scope of works of contracts for each JOC job is not yet known, how are we supposed to identify subcontractors will be used to perform the contract?

(Submitted: Nov 6, 2019 11:46:47 AM EST)

Answer

- This form has been removed via Addendum No. 1. (Answered: Nov 7, 2019 5:11:36 PM EST)

Question 14

In regards to the Past Performance, #4 under additional instructions: Are you requesting this information for all previously completed Job Order Contracts with any organization? or should we only list prior JOCs with Broward County? (Submitted: Nov 7, 2019 3:03:20 PM EST)

Answer

- For item 4, JOC experience, submit all JOC contracts that your firm has been awarded since January 1, 2010 for non-Broward County Board of County Commissioner entities. The County will review performance evaluations in its database for vendors with previous or current contracts with the County. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 15

Regarding the Evaluation Criteria, #3 Past Performance:

Five past project examples are requested within three different value ranges for each contract that we chose to apply for. Therefore, if a company is applying for aviation, public works and port contracts this means that 45 project examples are being requested?

Please clarify the minimum number of project examples required to be considered responsive for this submittal. (Submitted: Nov 7, 2019 3:13:06 PM EST)

Answer

- Please refer to Addendum No. 2, REVISED Evaluation Criteria. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 16

Section W. Submittal Instructions:

Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.

Since our company uses a different software for this response can we submit a pdf version of our submittal?

(Submitted: Nov 7, 2019 3:31:56 PM EST)

Answer

- Yes, the County will accept PDF documents. The PDF documents must not be locked or secured. Please submit as required in Standard Instructions to Vendors. (Answered: Nov 7, 2019 5:11:36 PM EST)

Question 17

Pertaining to the bonding, does the vendor still need to provide a proposal bond or a bonding capacity letter?
(Submitted: Nov 7, 2019 6:15:03 PM EST)

Answer

- The proposal bond requirement (per Special Instruction to Vendors, Additional Responsiveness) remains unchanged and is a matter of responsiveness.

The bonding capacity letter is an Evaluation Criteria (item no. 5.1) and will be used in the evaluation of prequalifying firms for the Step Two solicitation. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 18

Insurance requirements for GL & Auto might range from \$ 1 MM up to \$ 5MM. If an Order is issued for \$ 50K how could be a potential insurance coverage up to \$ 5 MM. Insurance requirements should be reasonable and align with the Value of the Order. How do you planning to resolve this enormous deviation? (Submitted: Nov 8, 2019 12:04:55 AM EST)

Answer

- The Insurance Requirement Form reflects the insurance requirements deemed necessary for a total awarded contract, not for individual JOC projects processed under a contract. Per Standard Instructions to Vendors, Responsibility Requirements (No. 5). It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance OR submit a letter from the vendor's carrier indicating it can provide insurance coverages required (at time of award of the Step Two contracts).

The limits indicating Airside are specific to Aviation Department contracts only (and do not apply to Public Works or Port Everglades Department contracts). (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 19

Please confirm the allocation of the 12 contracts is as follow:

4 contract for SBE Reserve

4 Contract for CBE Reserve

4 Contract for CBE Goals

If not, please explain. (Submitted: Nov 8, 2019 12:05:56 AM EST)

Answer

- The allocation of contracts for each OESBD Category is currently under review and will be issued in the Step Two solicitation. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 20

What is the allocation of the 12 contracts per each division (Public Works, Aviation and Port Everglades Department)? (Submitted: Nov 8, 2019 12:06:18 AM EST)

Answer

- Please refer to response to question #2. (Answered: Nov 8, 2019 8:45:37 AM EST)

Question 21

The value of any possible single Order, annually combine Orders or Contract is unknown. Any Surety Agency will request the Value Contract, Scope of Work, liquidated damage and duration in order to issue any bond. The request of a Submittal Bond with the uncertainty of a possible future contract with the unknown data is adding a constraint to this solicitation in particular for SBE Reserve contract. This requirement is compromising bidder's participation in this solicitation. How are you planning to resolve this situation? (Submitted: Nov 8, 2019 12:07:05 AM EST)

Answer

- The proposal bond requirement (per Special Instruction to Vendors, Additional Responsiveness Requirements) remains unchanged and is a matter of responsiveness. This is not a bid bond. This submittal bond is ensuring that if a vendor is shortlisted in Step One, it will submit a bid for the Step Two solicitation. The Step Two solicitation will identify the contracts and amounts. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 22

Letter of Intent between Bidder and County Business Enterprise (CBE) subs/supplier Office of Economic and Small Business Requirements.

If the Scope of Work is unknown in this solicitation how could be define if a subcontractor/supplier is required?

How could be define which trade will require subcontracts?

The requirement of a letter of Intent is not feasible at this moment.

How do you planning to resolve this situation? (Submitted: Nov 8, 2019 12:07:43 AM EST)

Answer

- Refer to addendum No. 2. The County has revised the Office of Economic and Small Business Requirements: CBE Goal Participation for a Two-Step Solicitation form. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 23

This solicitation has an unknown contract value and scope. Instructions on the bid document is requesting Safety Plan to Accident Prevention, subcontracting vs performing work with own forces, management plan. SBE, CBE & CBE Goal enterprise has inequality business structures but the requirements are the same for all SBE, CBE & CBE Goal entities. Do you plan to adjust bid requirement according to each segment (SBE, CBE & CBE Reserve)? (Submitted: Nov 8, 2019 12:09:06 AM EST)

Answer

- The JOC program covers construction projects of multiple concurrent projects, with various sizes and scopes. Therefore, the County is requesting safety plan and the firm's approach to accident prevention, subcontracting vs performing work with own forces, and management plan as part of the evaluation criteria in the qualification of firms.

A firm does not need a separate individual to act as "safety officer", however firm needs to identify individual acting as the safety officer (and relevant qualifications and experience) for evaluation criteria response. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 24

The Comparable construction experience requested in the bid document is as follow:

Equal or less than \$ 50K

Between \$ 50K and \$ 250K

Greater than \$ 250K

Are these three types of experience will apply for SBE Reserve?, for CBE reserve? or for CBR Goals contracts?

The same project reference could be used for SBE Reserve, CBE Reserve and CBE Goals contract? (Submitted: Nov 8, 2019 12:10:23 AM EST)

Answer

- Refer to addendum No. 2, REVISED Evaluation Criteria. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 25

16. This solicitation has undefined contract value and SOW. Variation in construction cost can result from working conditions, quantity of material purchase just to mentioned few factors having impact on prices. Also, SBE, CBE and CBE Goal business structures has different purchasing capabilities. Working on the air site might be different than working on interior renovation. The bidders should know which offers goes for Aviation, Public Work or Port Everglades in order to make the risk assessment for the environment. Please clarify how could the bidder identify if they are submitting offers for Aviation Department, or Public Work or Port Everglades, or others? (Submitted: Nov 8, 2019 12:48:14 AM EST)

Answer

- Refer to addendum No. 2. The County has added Summary Sheet - Vendor's Submittal form. This form allows bidders to indicate what areas and OESBD designations they intend to submit offers for in the Step Two solicitation. Currently, the County is only requesting qualifications. Pricing will not be considered in the Step One solicitation. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 26

Value Contract and Order Value is unknown in this solicitation. Section 255.05 FS allows no requirement a payment and performance bond for contract less than \$ 100,000.00. Furthermore, if contract is less than \$ 200,000.00 may be exempted from executing the payment and performance bond.

How is this prevision in the FS included in this solicitation?

How this prevision is align with the "Submittal Bond" requirement in this solicitation. (Submitted: Nov 8, 2019 12:55:39 AM EST)

Answer

- The minimum contract value assigned under the Step Two solicitation will be \$250k/annually. The Step One solicitation does not require payment and performance bonds, however, the submittal bond requirement remains unchanged and is a matter of responsiveness. This bond is ensuring that if a firm is shortlisted in Step One, it will submit a bid in the Step Two solicitation. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 27

Please clarify response # 1 of Q&A session.

The indicated budget of \$ 100,000,000.00 is:

A combine budget for all the 12 contracts?

Is an annually budget of the contract or is the budget of 2 years contract plus 3 possible extended options?

If the figure of \$ 100,000,000.00 is a combine budget what is the allocation of this value for each SBE Reserve Contract, CBE Reserve Contract and CBE Goal Reserve Contract? (Submitted: Nov 8, 2019 9:56:45 AM EST)

Answer

- The \$100,000,000.00 estimated budget is for two year base and three (3), one (1) year options, for all contracts awarded under the Step Two solicitation, up to a maximum of 12 contracts.

The allocation of SBE Reserve Contracts, CBE Reserve Contracts and CBE Goal Reserve Contracts is currently under review and will be issued with the Step Two solicitation. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 28

What is the maximum annually combine Orders per SBE Reserve, CBE Reserve and CBE Goal? (Submitted: Nov 8, 2019 9:57:14 AM EST)

Answer

- The maximum contract amounts are currently under review and will be issued with the Step Two solicitation. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 29

In reference to the response # 2: each of these departments would receive at least three (3) contracts, with the remaining contract to be determined. This mean One SBE Reserve Contract, One CBE Reserve Contract and One CBE Goals Contract? If not explain. (Submitted: Nov 8, 2019 10:02:23 AM EST)

Answer

- The number of contracts awarded for each department is dependent on responses received in the Step One and Step Two solicitations, however, it is the County's intent to award a minimum of one contract for each OESBD designation for Port Everglades, Aviation, and Public Works. (Answered: Nov 8, 2019 4:04:35 PM EST)

Question 30

Submittal Bond and possible future Performance & Payment Bond for an uncertainty Contract Value compromise the SBE participation in this solicitation. How do you plan to address this situation? (Submitted: Nov 8, 2019 10:06:25 AM EST)

Answer

- The submittal bond amount was reduced from the County's typical amount (of either \$10k or \$25k) to account for SBE and CBE participation. Refer to Addendum No. 3 for modification to Proposal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements section. (Answered: Nov 20, 2019 11:49:55 AM EST)

Question 31

We submitted reference forms (Ariba Reference Sheet) for Procurement & Warehousing Services Broward County Public Schools on August 2019. Can we submit these forms, so that we do not have to ask our clients to fill out additional forms, especially since the CBE certification is reciprocal between Broward County and Broward County Public Schools? (Submitted: Nov 8, 2019 12:46:59 PM EST)

Answer

- No, firms are required to fill out a minimum of three non-Broward County Board of County Commissioner's references on the form provided in accordance with the RFP documents. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 32

Insurance requirements for SBE Reserve, CBE Reserve and CBE Goals are the same.

How could the insurance requirement of a SBE Reserve be equal to a CBE Goals?

How could apply the same insurance requirement for a SBE Reserve and for CBE Goal?

This deviation compromise SBE Reserve participation.

How are you going to balance this situation? (Submitted: Nov 8, 2019 2:02:15 PM EST)

Answer

- The County's Risk Management Division sets insurance requirements based on the scope of work and represents the minimum acceptable limits for all potential vendors/contractors bidding to work on the project CBE, SBE or otherwise. Additionally, refer to answers for Questions 18 and 36 (project-specific coverages for environmental/pollution, when applicable). (Answered: Nov 20, 2019 11:49:55 AM EST)

Question 33

This solicitation has an unknown future Project(s) Value and Scope. Primary Project Manager/Superintendent assigned to this contract might vary depending on the trades involved and SOW of each Order. The possible duration of this contract is up to 5 years. This requirement is a constraint for SBE entities due to its limited resources that can fluctuate according to the load of work. There is an inequality business structures for an SBE, CBE and CBE Goals but the requirements in this solicitation are the same despite the type of enterprise doing business. How do you plan to balance the requirements such as bond, insurance and past performance for this solicitation for each type of business entity? (Submitted: Nov 8, 2019 2:05:04 PM EST)

Answer

- At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project. (Answered: Nov 20, 2019 11:49:55 AM EST)

Question 34

If The CTC is part of the contract document and included by reference as stated in this solicitation, how could a bidder can envision prices locally using as labor, material & equipment cost if this tool (CTC) is not provided in this solicitation? (Submitted: Nov 8, 2019 2:06:18 PM EST)

Answer

- The Step One solicitation does not request pricing, nor will pricing be accepted or considered in the evaluation and qualification of firms. The Step Two solicitation will issue the Construction Task Catalog as part of the contract documents for the final contract and the County will request pricing factors at that time. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 35

Bond Market has many products. In particular new bond programs developed by Surety Agents/Companies (Surety & Fidelity Association of America) in combine with National Association of Surety Bond Producers for Small Business (SBE & CBE) includes programs such as disbursement agent figure. This structure is a resource to enhance bond capability for Small Business to take larger individual projects.

Please confirm that Broward County is aligned with these new products and it is open to accept none traditional bonds to comply with the spirit of the content of BC Ordinance # 2012-33 (Submitted: Nov 8, 2019 2:10:42 PM EST)

Answer

- In accordance with Broward County Procurement Code, the County accepts bonds provided by a surety company authorized to do business in this State (and meeting the minimum surety ratings requirements), or the equivalent in cash, certified check, cashiers check, unconditional letter of credit issued by a domestic bank authorized to do business in the State of Florida. (Answered: Nov 20, 2019 11:49:55 AM EST)

Question 36

Pertaining to the insurance requirements, will the professional liability and the pollution/ environmental liability based on specific project or is it mandatory for the entire program? (Submitted: Nov 8, 2019 3:51:51 PM EST)

Answer

- Professional liability and pollution/environmental liability will be required based on project specific requirements. Per Standard Instructions to Vendors, Responsibility Requirements, (No. 5), it is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance OR submit a letter from the vendor's carrier indicating it can provide insurance coverages required (at time of award of the Step two contracts). (Answered: Nov 19, 2019 2:41:41 PM EST)

Question 37

Past Performance Note: states if submitting on more than one contract the contractor may submit a

separate set of project for each contract. Can the vendor list the same projects for the three categories?

(Submitted: Nov 8, 2019 4:45:19 PM EST)

Answer

- Refer to addendum No. 2, REVISED Evaluation Criteria. (Answered: Nov 15, 2019 11:43:45 AM EST)

Question 38

If our current employees has experience under the JOC program while they were employed by a different company, can the current employer utilize the experience of those employees on our behalf? (Submitted: Nov 8, 2019 4:48:48 PM EST)

Answer

- The County will consider the prime Vendor's experience on projects, not individual personnel's experience. (Answered: Nov 20, 2019 11:49:55 AM EST)

Question 39

Volume of previous work attestation form: Can the vendor list an ongoing project? (Submitted: Nov 8, 2019 4:56:14 PM EST)

Answer

- Yes, include all payments received to date for the ongoing project. (Answered: Nov 15, 2019 11:43:45 AM EST)