

## JStephens Construction

Bid Contact **eric toth**  
**etoth@jscsf.com**  
**Ph 954-983-4165**

Address **2010 Scott Street**  
**HOLLYWOOD, FL 33020**

Qualifications CBE SB SBE

Item #	Line Item	Notes	Unit Price		
PNC2119543R1--01-01	Request for Qualifications - Job Order Contract	<b>Supplier Product Code:</b>	<b>First Offer -</b> 1 / n/a	Y	Y
Supplier Total				\$0.00	

**JStephens Construction**

Item: **Request for Qualifications - Job Order Contract**

**Attachments**

Bonding Letter Broward County.pdf

JSC SBE-CBE as of 11.20.2019.pdf

Insur Requ IDIQ.pdf

Contractors Assurance Statement.pdf

RCT FS 12-31-17.pdf

JSC Construction License.pdf

JSC RCT FYE 2018 Compiled FS.pdf

Attachment A JSC.pdf

Attchmt A JSC - Pete.pdf

Attcmt B JSC - Leos.pdf

Attchmt D JSC 50 to 250.pdf

Attchmt E JSC 250 and over.pdf

Vendor Verification Form Chabad.pdf

Vendor Verification Form Chuys.pdf

Vendor Verification Form Coco Bambu.pdf

JSC Narratrive Evaluation Criteria - Ability - Project Approach - General Conditions - Joint Scope Meeting.pdf



November 27, 2019

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

Re: J. STEPHENS CONSTRUCTION, LLC

To Whom It May Concern:

This letter is to advise you the J. Stephens Construction, LLC has been bonded by FCCI Insurance Company (A, X) for the past three years and currently enjoys a \$2,000,000 single and \$5,000,000 aggregate surety program. As of the date of this letter, J. Stephens Construction does not have any open or outstanding bonds. In our opinion, this organization is properly financed, well equipped and capably managed.

As this is a letter of recommendation and not a bond, Risk Strategies Company, FCCI Insurance Company, its agents and owners accept no liability for its contents. The Surety reserves the right to review each submission and base their final decision upon conditions which exist at such time as a bond is required.

Please do not hesitate to contact me directly should you have any questions.

Sincerely,

RISK STRATEGIES COMPANY

A handwritten signature in blue ink that reads 'Michael A. Bonet'.

Michael A. Bonet, Attorney in Fact  
FCCI INSURANCE COMPANY



More than a policy. A promise.

### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V Fabry; Michael A Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

*Craig Johnson*

Craig Johnson, President  
FCCI Insurance Company



*Cina Welch*

Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



*Arlene Alonso*

Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



*Arlene Alonso*

Notary Public

### CERTIFICATE

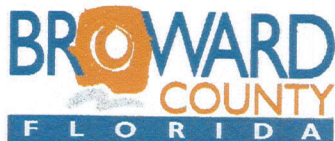
I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 27<sup>th</sup> day of November, 2019

*Cina Welch*

Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary





**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**  
**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

November 20, 2019

Mr. Jeffrey Stephens  
**J. STEPHENS CONSTRUCTION, LLC.**  
2010 Scott Street  
Hollywood, Florida 33020

Dear Mr. Stephens:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your certifications are continuous but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to ensure continued certification is yours.

To review current Broward County Government bid opportunities visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the Internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE: 238110, 238140, 238190**

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandy-Michael McDonald", with a large, stylized flourish at the end.

Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**  
**ANNIVERSARY DATE: November 15<sup>th</sup>**

Broward County Board of County Commissioners  
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine  
[www.broward.org/econdev](http://www.broward.org/econdev)

Project: **Job Order Contract**  
Agency: **Facilities Management Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <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	<b>\$1,000,000</b> <b>\$5,000,000 if Airside</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <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	<b>\$1,000,000</b> <b>\$5,000,000 if Airside</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <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"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>Required for all engineering, surveying and design professionals.</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form:	<b>\$1,000,000</b>	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b> <b>*Required if project involves environmental hazards.</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			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	<b>Completed Value</b>
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<b>Description of Operations:</b> "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

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



November 14, 2019

## CONTRACTOR ASSURANCE STATEMENT

### CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION: PNC2119543R1 Request for Qualifications Job Order Contract

I, Jeffrey N. Stephens, Authorized Member, on behalf of J Stephens Construction Company LLC, hereby agree to comply with the County Business Enterprise (CBE) requirements of the solicitation, between Broward County and J Stephens Construction for PNC2119543R1 - Request for Qualifications Job Order Contract.

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.

Jeffrey N. Stephens  
President  
J Stephens Construction LLC  
2010 Scott Street  
Hollywood, FL 33020  
Office: 954-983-4165

November 14, 2019

2010 Scott Street Hollywood Florida 33020 (954) 983-4165  
CGC-1512250

[www.JStephens-Construction.com](http://www.JStephens-Construction.com)



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**STEPHENS, JEFFREY N**

J STEPHENS CONSTRUCTION  
2010 SCOTT STREET  
HOLLYWOOD FL 33020

**LICENSE NUMBER: CGC1512250**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# ATTACHMENT A KEY PERSONNEL PROJECT MANAGER

1) Firm's Name: J Stephens Construction LLC

2) Project Manager's Name : Jeffrey Stephens

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

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

6) Client Type Experience & # of Years Experience: Years 30

Public Works  Aviation  Port  Other: COMMERCIAL + INDUSTRIAL

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

State of FL General Contractor	
OSHA 30	



Feb 26, 2019

Jeff Stephens is the principal and CEO of J Stephens Construction Company (JSC), LLC, a FL State Certified General Contractor (CGC 1512250). The company is located at 2010 Scott Street in Hollywood since October 2013. JSC is a masonry/shell foundation contractor that specializes in Foundations, Slabs, Decks, Columns & Beams, Concrete Cutting, and Precision Demolition. See [www.jscsf.com](http://www.jscsf.com)

Jeff started his construction career after an honorable discharge as a Sergeant from the US Marines in November 1987, where he was a member of the Marine Security Guard Battalion for the US State Department. He served in Moscow and Barbados and traveled constantly to various US Embassies throughout the world.

From 1987 through 1993, Jeff was employed as a Structural Foreman at Craftsman Builders in Pompano Beach, working on projects such as Marina 1, Dragon Club, the Key Largo Holiday Inn, the Summerland Condo in Tavernier Key, Deer Creek Country Club and on various customs homes between Pompano Beach and Boca Raton.

From 1993 to 1998, Jeff was a Project Superintended for Konover Construction, with locations in Deerfield Beach and Hartford Connecticut. He was responsible for QC, scheduling, scope of work, safety programs, approving pay applications and coordination with subcontractors. Projects include a BJ's and Walgreens in Pembroke Pines, the Stirling Palms Plaza in Davie, Mainstay Suites Hotels in Lake Mary and Miami Springs, and a Sleep Inn in Miami Springs.

From 1998 to 2004, Jeff was a Project Manager for Coastal Construction Company located in Deerfield Beach, managing over \$50 million in projects, including the Hampton Inn at Miami Airport, and a three building, high rise condo project for Westinghouse Communities in Palm Beach. There he managed a staff of Assistant Project Managers, Project Engineers, Field Supervisors and Clerical personal on design & construction, which included a 79-slip marina, grand entry interactive fountain, sales center, office building and 3 residential condominium towers totaling 425 units each.

From 2004 to 2008, Jeff was employed as a Director of Construction of Urban One Development, and was in charge of project development, and responsible for pre-development project issues including land use, environmental, traffic and general governmental regulation, and property acquisition. In this role he also directed work on projects including The Pawnshop Lounge, Parc Lofts, The Filling Station Miami and the acquiring of Julius Kingdom Farms land in downtown Miami, among others. Third-party clients for similar services include Walden Capital, The Global Group and Intrepid Real Estate Development. This work was performed by Jeff through his 100% owned company, Commercial Building Solutions.

From 2008-2010 Jeff and his wife owned and operated 18th Street Café on 2nd Avenue in Miami and resided in Miami-Dade County. They sold the 18th Street Café and formed JStephens Construction.

2010 Scott Street Hollywood Florida 33020 (954) 983-4165  
CGC-1512250  
[www.JSCSF.com](http://www.JSCSF.com)



Jeff Stephens, individually, owns 50% (wife Ivana Stephens owns remaining 50%) of J Stephens Construction LLC, which was incorporated on 4/22/15.

Insurance coverage is underwritten by Daniel Rojas at Kahn Carlin insurance 305-446-2271.  
Accounting services are provided by Hernandez & Tacorante – 305-225-8646.  
Legal services are provided by Frank Escalante at Escalante Yormack Law - 305-514-0046.

An application to Broward County's Office of Economic and Small Business Development has been approved certifying JSC as a County Business Enterprise and a Small Business Enterprise expiring 11/15/19.

2010 Scott Street Hollywood Florida 33020 (954) 983-4165  
CGC-1512250  
[www.JSCSF.com](http://www.JSCSF.com)

# ATTACHMENT A KEY PERSONNEL PROJECT MANAGER

1) Firm's Name: J Stephens Construction LLC

2) Project Manager's Name : Peter F. Cowden

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

4) # of Years with the Firm: 1

5) # of Years Experience with Job Order Contracting: 15

6) Client Type Experience & # of Years Experience: Years 35

Public Works  Aviation  Port  Other: COMMERCIAL

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


**PETER F. COWDEN**  
2646 Madison Street  
Hollywood, FL 33020  
[pfcowden@yahoo.com](mailto:pfcowden@yahoo.com)

## PROFILE

Accomplished **Senior Manager** with a 30-year plus track record of delivering profitable projects and business development and operational solutions in highly competitive environments; excellent communicator with consultative management style and keen problem solving, team-building and negotiation skills in construction, logistics, and telecommunications infrastructure industries with an extensive list of key contacts in the DOD, NGO and commercial business communities.

- Program/Project Management - 12 Years
- Business Development - 12 Years
- Operations Management with Profit and Loss Responsibility – 5 Years
- Capture Management and Estimating - 4 Years
- Contract Management – 3 Years

## TECHNICAL SKILLS AND QUALIFICATIONS (overlapping)

- Business Development Process (Miller Heiman based) – 12 Years
- Commercial, Military and Residential Construction – 20 Years
- Telecommunications, Data Networks and Computing Hardware - 12 Years
- Contract Negotiations (200+ USG, State, Utilities & major Corporations) – 6 Years
- Professional Domain Management (Architects, Mech. & Electrical Engr. and Legal) - 5 Years

## PROFESSIONAL EXPERIENCE

### **Consulting Services – Doha, Qatar and Addis Ababa, Ethiopia**

November 2012 to January 2014

#### ***Consultant***

Provided part-time logistic and corporate relocation services for US military contractors in the Middle East and assisted in agriculture development on rural projects in Africa.

### **Panduit Europe, Ltd – Doha, Qatar**

August 2011 to November 2012

#### ***Global Account Mgr. Government, Middle East & Africa – Construction and IT Infrastructure Domain***

Primary account manager responsible for company's federal construction business operations, business development and capture management for over \$4.8B in military and US Department of State construction and IT network infrastructure upgrades in Southwest Asia and Africa; interfacing directly with military commands and prime contractors to bring the latest technical computing infrastructure for data centers and related communication networks.

### **Agility Defense & Government Services, Inc (EMEA) – Mina Abdulla, Kuwait**

July 2009 to May 2011

#### ***Director, Current Operations / Business Development – Logistics and Life Support Services Domain***

Functional manager for \$1.8B per year division with operations, business development, capture management and organizational policy and procedures implementation responsibilities

- Managed administrative and executive report functions and provided general oversight and issue resolution on projects in Jordan (AAFES, warehousing, cross docking, convoy security and logistics), Kuwait (HUMVEE, MRAP, Cougar and ASV transportation), Iraq (Army logistics) and

- Kenya (UN food provisioning, warehousing, cross docking and shipping)
- Successfully led company's bid and proposal submission of \$250M NATO/NAMSA opportunity to operate and maintain Afghanistan's Kabul International Airport (KAIA) and adjacent multinational military 4,500 to 10,000 troop facility for the International Security Assistance Force (ISAF) wherein Agility was low bidder on \$50M portion of project. Scope of work included:
    - Airport traffic control IT equipment and security support, runway and runway lighting
    - Airport and facility vehicle maintenance (250 trucks, SUVs, rescue, cranes & tugs)
    - Cargo handling and 1<sup>st</sup> line aircraft, KAIA North maintenance services
    - DFAC, laundry and warehouse services for KAIA North Facility
  - Managed Proposal Center team of 5 plus consultants when required, BD analysts and marketing teams to aggressively identify new opportunities and develop new business solutions.

### **Germane Systems LC/SteelCloud Inc. – Chantilly, VA**

March 2003 to June 2009

#### ***Director of Business Development – Rugged Military Computing Hardware and Engineering Domain***

Joined military computing manufacturer to manage business development and sales by directly interfacing with prime contractors and engineering program managers to develop leading edge electronic hardware systems for combat ship systems and tactical vehicles

- Established and manage national OEM sales channel for federal IT Services, custom computing and software systems
- Led company's efforts in winning major proposals to Lockheed, Raytheon, General Dynamics, and the Navy; additional bid efforts include \$58M IT services contract and major network storage infrastructure projects
- Took on significant company role as marketing lead and new product development initiator through hardware and computer engineering/technology research
- Expanded customer base by winning new business with the Navy's AEGIS, C4ISR and ARCI/BYG sonar programs and Army Stryker advanced detection computing systems
- Piloted company's future technology efforts through research and direct customer interface
- Initiated and managed corporate sales/fulfillment and capture management systems.

### **Nextel Communications, Inc. (Sprint)/Metricom Inc. - Reston, VA**

August 1994 to February 2003

#### ***Director of Business Development, East Region – Telecommunications Infrastructure Engineering Domain***

- Program and proposal manager for market infrastructure expansion by leading team of attorneys to negotiate and manage over 200 major master lease accounts with national utilities, state governments, GSA, national REITS and major retailers.
- Personally conducted successful "C" and executive level negotiations with dozens major of cities, utilities & state and local governments including Fort Lauderdale, Memphis, Baltimore, Dominion Power, Florida Power & Light and others
- Key team member that reduced capital investment through \$1.2 billion divestiture of fixed assets significantly improving Nextel's cash flow and return on investment
- Initiated, lobbied and led company's efforts for wireless legislation in Florida
- Established IT implementation program and database for asset and program management systems
- Implemented and led pilot roll out of joint venture broadband wireless data network (LMDS) in Washington, DC at ½ the cost of a similar pilot in San Diego, CA
- Led development of national site identification database of over 250,000 locations to reducing site acquisition process time by 20+%
- Co-led \$6M asset data collection project of 1230 cell towers in 26 Northeastern States
- Initiated regional cell site "turnkey build-to-suit" proposals to help reduce capital investment by 35%

in expanding markets

- Prepared and presented feasibility study for \$2 billion market expansion into Saudi Arabia
- Led site acquisition and wireless system development for Nextel in Northern New Jersey and NYC metropolitan areas.

### **Construction Services, Inc. – Fairfax, VA**

August 1986 to June 1994

#### ***Senior Consultant – Commercial Construction Management Domain***

- Spearheaded significant growth of two firms through marketing and business development, improving their image and standing as specialty general contractors in Washington, D.C.
- Established estimating department raising corporate revenue over 60% within the first year
- Served as chief estimator for an A&E consulting firm increasing productivity by introducing Timberline Software.

### **Fletcher and Sons Construction Company, Inc. – Alexandria, VA and Philadelphia, PA**

September 1979 to August 1986

#### ***Senior Project Manager – Commercial and Federal Government Construction Domain***

- Effectively managed construction of the Navy's \$42M/275,000 sq. ft. NAVSEA Engineering Management Building, a multiphase office complex within contract time frame and budget
- Led corporate training program for project managers in FAR and related government regulations.
- Lead company's incorporation of Primavera Project Scheduling software.
- Directed nationally recognized architectural, engineering firms and general contracting companies for \$127M re-construction and 2 story addition of the 700-room Mayflower Hotel
- Piloted and managed the Mayflower's extensive 2-year application process for designation as a category two national landmark with the United States National Historic Trust
- Organized and co-managed construction and engineering closeout activities of the \$105M/600-room Hyatt Regency in Arlington, VA.
- Managed construction of 2 65,000 sq. ft. office buildings (\$22M total) in Northern Virginia

### **Aeromaritime International Management Services, Inc. – Lagos, Nigeria**

January 1978 to August 1979

#### ***Asst Director Service and Support Division – Construction, Logistics and Life Support Services Domain***

- Fulfilled responsibilities to develop, build and maintain 13 acre expatriate compound serving Nigerian Port Authority stevedoring project discharging 2000 plus metric tons of cargo per day
- Managed staff of 65 for construction, facility maintenance and equipment support and services.
- Initially started as a foreman responsibilities included, supervising concrete and utility infrastructure and carpentry related projects.

## **EDUCATION AND PROFESSIONAL ASSOCIATIONS**

- University of Maryland - BS, Management & Technology
- Northern Virginia Community College – AAS, Construction Management
- Lifetime Member – Association of the United States Army (AUSA)
- Member – Society of American Military Engineers (SAME)
- Member – Armed Forces Communications and Electronics International (AFCEA)
- Member - National Defense Industrial Association (NDIA)
- Member – Building Industry Consulting Services, International (BICSI: A Telecommunications Association)

## ATTACHMENT B KEY PERSONNEL GENERAL SUPERINTENDENT

1) Firm's Name: J Stephens Construction

2) General Superintendent's Name : Leos Furch

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

4) # of Years with the Firm: 7

5) # of Years Experience with Job Order Contracting: 2

6) Client Type Experience & # of Years Experience: Years 16

Public Works  Aviation  Port  Other: Commercial / Residential

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


# LEOS FURCH

2010 Scott St, Hollywood, FL · 954-695-8705

[LFurch@jscsf.com](mailto:LFurch@jscsf.com)

I am a 20-year Construction professional with hands on project management experience of all aspects of construction, including project design through completion. The last 8 years has been solely dedicated to concrete shell construction and the explicit challenges that brings. I am a collaborative problem solver.

## EMPLOYMENT HISTORY

### **DIRECTOR OF OPERATIONS/PARTNER, J STEPHENS CONSTRUCTION 2010-PRESENT**

Working closely with the estimating department on every project eliminates errors and help keep profitability consistent. Duties include purchasing, monthly billings, quarterly P&L projections scheduling material and labor management.

### **MAJOR PROJECT COMPLETIONS**

- Fairfield Inn – Located in Deerfield Beach, 4 story Fairfield branded hotel
- VSI Storage – Located in Hallandale, a 6 story self-storage facility
- Pembroke Centre – Located in Pembroke Pines, a 155k square foot retail center
- 1800-LUCKY – Located in Wynwood warehouse converted into a restaurant
- 23<sup>rd</sup> St Mall- Located in Wynwood warehouse converted to retail spaces

### **PROJECT MANAGER, COMMERCIAL BUILDING LLC 2004-2010**

Project management in charge of field operations, material and subcontractor performance, monthly billings and quarterly P&L projections.

### **PROJECT COMPLETIONS**

- Pawnshop Lounge – Miami \$1.9mm structural conversion from warehouse into night club
- Parc Lofts – 6 story condominium 72 units
- Julius Kingdom – 475-acre land acquisition
- Filling Station Lofts – Miami 11 story condo 119 units

### **FORMAN, POLCON LLC 2002-2004**

Managed two crews and drywall subcontractor. Responsible for layout, material, performance.

### **PROJECT COMPLETIONS**

- Lowe's- Pembroke Pines
- LA Fitness- Miami Gardens
- The Bridge at Inverrary- Lauderhill

## EDUCATION

SOUTH BROWARD HIGH SCHOOL

1998-2002

CONTINENTAL ACADEMY

2012

**ATTACHMENT D**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**PROJECTS BETWEEN \$50,000 AND \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client US CONSTRUCTION CO.

Name: 3) Project Name: 1-800-LUCKY

4) Project Number: 028-17 5) Project Value: 112,000

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: RETAIL

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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: DESUKA BAJARA Name PROJECT MANAGER Title

Telephone: 954-554-8565 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)

\_\_\_\_\_

**ATTACHMENT D**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**PROJECTS BETWEEN \$50,000 AND \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client US CONSTRUCTION Co

Name: 3) Project Name: CWE BISTRO

4) Project Number: 019-16 5) Project Value: 172,148

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: RESTAURANT

10) **Percentage of Self Performed Work with the Company's Trades:** 100 %

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: JUAN GONZALEZ Name Supervisor Title

Telephone: 954-625-9383 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)

**ATTACHMENT D**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**PROJECTS BETWEEN \$50,000 AND \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client TEAM PARKS

Name: 3) Project Name: WEST HOLLYWOOD CTR

4) Project Number: 007-14 5) Project Value: 130,295

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: COMMERCIAL

10) Percentage of Self Performed Work with the Company's Trades: 100%

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 SUPERINTENDENT Title  
TOM CARR

Telephone: 772-215-7967 Email Address: TCARR@TEAMPARKSINC.COM

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)

**ATTACHMENT D**  
**COMPARABLE CONSTRUCTION EXPERIENCE**  
**PROJECTS BETWEEN \$50,000 AND \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client US CONSTRUCTION CORP

Name: 3) Project Name: BURTONS

4) Project Number: 022-16 5) Project Value: 193,000

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: RESTAURANT

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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: ARINO MARINO Name Project MGR Title \_\_\_\_\_

Telephone: 786-385-0039 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)

**ATTACHMENT E**  
**COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS**  
**GREATER THAN \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client BUTTERS CONSTRUCTION + DEVELOPMENT

Name: 3) Project Name: CHABAO OF PARKLAND

4) Project Number: 018-16 5) Project Value: 499,797

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: HOUSE OF WORSHIP

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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 cannot be contacted, this project may not be considered.)

Reference's contact: Name MIKE SIDAGOSA Title PROJECT MANAGER

Telephone: 954-817-2960 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)

\_\_\_\_\_

**ATTACHMENT E**  
**COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS**  
**GREATER THAN \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client BRICKELL GROUP

Name: 3) Project Name: US1 SELF STORAGE

4) Project Number: 055-18 5) Project Value: 1,215,015

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: RETAIL / INDUSTRIAL

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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 cannot be contacted, this project may not be considered.)

Reference's contact: Name JORGE LAURUC Title SUPERINTENDENT

Telephone: 305-915-5997 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)

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT E**  
**COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS**  
**GREATER THAN \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client US CONSTRUCTION CO

Name: 3) Project Name: COCO BAMBU

4) Project Number: 016-16 5) Project Value: 421,412

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: RESTAURANT

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 cannot be contacted, this project may not be considered.)

Reference's contact: Name LESTER LINNVILLE Title SUPERINTENDENT

Telephone: 954-806-9530 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)

\_\_\_\_\_

**ATTACHMENT E**  
**COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS**  
**GREATER THAN \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client HONORS

Name: 3) Project Name: PALM PLAZA

4) Project Number: 013-15 5) Project Value: 243,488

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: RETAIL

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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 cannot be contacted, this project may not be considered.)

Reference's contact: Name JEFF BOWER Title VP

Telephone: 727-264-9389 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)

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT E**  
**COMPARABLE CONSTRUCTION EXPERIENCE PROJECTS**  
**GREATER THAN \$250,000**

1) Firm's Name: J Stephens Construction

2) Agency/Client PARKWAY CONSTRUCTION

Name: 3) Project Name: CHUXS OF PEMBROKE PINES

4) Project Number: 057-19 5) Project Value: 260,299

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: RESTAURANT

10) Percentage of Self Performed Work with the Company's Trades: 100 %

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 cannot be contacted, this project may not be considered.)

Reference's contact: Name NICK WILLETT Title PROJECT MANAGER

Telephone: 469-322-3762 Email Address: NWILLETT@PKWVCON.COM

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)

\_\_\_\_\_



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

PNC 2119-543R1

Reference for:

J STEPHENS CONSTRUCTION

Organization/Firm Name providing reference:

BUTTERS CONSTRUCTION + DEVELOPMENT

Contact Name:

MIKE SIRACUSA

Title: PROJ MGR

Reference date:

Contact Email:

MSIRACUSA@BUTTERS.COM

Contact Phone:

954-817-2960

Name of Referenced Project:

CHASAD OF PARKLAND

499,797

Contract No.

Date Services Provided:

2015 to 2019

Project Amount:

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:

FOUNDATION, CONCRETE, SITEWORK, Demo

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

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

PNC 2119-543R1

Reference for: J STEPHENS CONSTRUCTION

Organization/Firm Name providing reference: PARKWAY CONSTRUCTION

Contact Name: Nick Willett Title: Prof. MGR

Reference date:

Contact Email: n.willette@pkwy.com

Contact Phone: 464-322-3762

Name of Referenced Project: CHYS PONDROKE PINES

Contract No. Date Services Provided: 4Q19 to 1Q20

Project Amount: 260,299

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:

concrete footers, slab, flatwork, CMU masonry

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service

- a. Responsive
b. Accuracy
c. Deliverables

Rating grid for Quality of Service with checkmarks in the Excellent column.

2. Vendor's Organization:

- a. Staff expertise
b. Professionalism
c. Turnover

Rating grid for Organization with checkmarks in the Excellent column.

3. Timeliness of:

- a. Project
b. Deliverables

Rating grid for Timeliness with checkmarks in the Excellent column.

4. Project completed within budget

Rating grid for Budget with checkmarks in the Excellent column.

5. Cooperation with:

- a. Your Firm
b. Subcontractor(s)/Subconsultant(s)
c. Regulatory Agency(ies)

Rating grid for Cooperation with checkmarks in the Excellent column.

Additional Comments: (provide on additional sheet if needed)

\*\*\*THIS SECTION FOR COUNTY USE ONLY\*\*\*

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



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title:

PNC 2119-543R1

Reference for:

J STEPHENS CONSTRUCTION

Organization/Firm Name providing reference:

US CONSTRUCTION CORP

Contact Name:

PETE COWDEN

Title:

PROJ MGR

Reference date:

Contact Email:

pete@USCONSTRUCTIONCORP.COM

Contact Phone:

850-368-2441

Name of Referenced Project:

COCO BAMBU

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





b. Accuracy





c. Deliverables





2. Vendor's Organization:

a. Staff expertise





b. Professionalism





c. Turnover





3. Timeliness of:

a. Project





b. Deliverables





4. Project completed within budget





5. Cooperation with:

a. Your Firm





b. Subcontractor(s)/Subconsultant(s)





c. Regulatory Agency(ies)





Additional Comments: (provide on additional sheet if needed)

\*\*\*THIS SECTION FOR COUNTY USE ONLY\*\*\*

Verified via:  EMAIL  VERBAL Verified by: \_\_\_\_\_ Division: \_\_\_\_\_ Date: \_\_\_\_\_

## Ability and Experience of J Stephens Construction

In this section, J Stephens Construction (JSC) is pleased to present its prior experience. J Stephens Construction is 51% owned by Jeffrey Stephens, who grew up in Pompano Beach, enlisted in the US Marines, and upon an honorable discharge, returned to South Florida and has spent 30+ years in the South Florida construction industry. As a licensed State of Florida General Contractor, and working for such companies and Coastal Construction, Westinghouse Communities (WCI), Konover Construction and Deering Bay as a project manager, has the proven, necessary breadth and depth of experience that comes from managing multi-million-dollar construction project. He has experience with projects as small as \$20,000 and as large as \$40,000,000. His resume is uploaded as "Attachment A". Jeff resides in Dania Beach.

JSC is a Broward County SBE/CBE and has received its re-certification on November 20, 2019 from Broward County, and will also shortly receive the Service-Disabled Veteran Owned Small Business rating from the Veterans Administration. (JSC is currently a VOSB).

Also attached as a separate "Attachment A" is the resume of Peter Cowden. Peter has over 30 years experience, is a Broward County resident and has been a Program and Project Manager in South Florida working for large local construction companies, and overseas in Ethiopia, Qatar, Kuwait and Nigeria, with multi-billion international construction companies. Peter also has experience managing cost estimating departments.

Both Jeff and Peter have experience with Job Order Costing procurement systems and program management.

Not included as any attachment but mentioned is the background of Eric Toth, CFO for JSC. Prior to joining JSC, Eric was the CFO of an international construction company that primarily did work for the US Army Corps of Engineers (USACE) in Afghanistan. His experience includes the financial acumen to ensure the correct program and project reporting for USACE, USAID, KfW (the German Development Bank) and various international prime contractors. He has experience not only with internal audit firms, but defended a successful Defense Contracting Audit Agency (DCAA) of the audit of the largest project (\$99 million) completed by USACE in Afghanistan, as well as bank audits and field audits. Prior experience includes working at various banks in South Florida. Eric is a 30-year resident of Broward County.

As you will see in Attachments A and Attachments B, the team members have significant experience over the past six years self-performing activities related to concrete and shell construction. The collective experience of each evidences an unmatched record of successful project completion – JSC's nearly exclusive work in Broward County, substantiating that it understands the challenges and risks associated with work in this county, the team expects it should rank as a front-runner to meet the needs that Broward County seeks in a contractor for this project and is confident of our ability to cooperatively execute the project requirements.

As detailed in the provided "Attachment A" forms, JSC's staff has the requisite history of construction and implementation aspects of its projects or portions of projects.

Due to the solicitation's limitations on numbers of Experience projects one can present, the team has provided just a sample of its successes as JSC. Of course, these examples are just representative samples of the team members' knowledge, skills, abilities, know-how and proficiency as construction contractors who have a record of achievement that will only serve to elevate the county's capacity.

Unknown existing conditions and other schedule risks exist in any project. However, as a construction company, JSC will serve as the Prime Contractor, solely responsible to the county for project execution. As the Prime, JSC will self-perform in excess of the 20% of the required project responsibilities and plans to perform closer to 50% of the responsibilities. JSC will do so by providing office and field oversight of all construction and installation activities associated with the project. JSC's involvement in all project components will assure strong, hands-on control and management, including contract administration, procurement, security and logistics, subcontract management, scheduling, and safety and quality control coordination.

The respective information then included in the 5 Experience Forms (Attachments B) reflect the details of 5 of the projects referenced in Attachment A, the Experience Overview Sheet, although as you can see, each team member has completed more projects than the limits of the Solicitation permit us to describe. We trust that these 5 projects demonstrate the team is worthy of competing in the next Phase of this Solicitation.

## Project Approach

This section describes how JSC will manage, implement, and coordinate the required activities as requested in the solicitation and highlighted below.

J Stephens Construction is submitting our Management Plan describing our understanding of the Job Order Contract and approach for administering the contract, and addressing the following:

- 1. Understanding of the JOC procurement system including assessment of any of the General Conditions critical to operations and management of project**
- 2. Approach to subcontracting vs. performing work. Identify self-performed work and list of employees and equipment demonstrating your capability to perform the work**
- 3. We must participate in the Joint Scope Meeting and need to describe our approach to assisting the county with review of the Detailed Scope of Work offering suggestions, improvements and VE.**
- 4. Provide a safety plan and our approach to accident prevention and provide name and quals and experience of our safety officer and what duties/responsibilities will be overall and at the project site.**

**For Section 1 - Understanding of the JOC procurement system including assessment of any of the General Conditions critical to operations and management of project.** JSC understands that JOC is a method utilized to get multiple, common construction projects performed quickly during multi-year contracts for various variety of repair, renovation and minor construction projects, and that the JOC is competitively bid, fixed price based on established and published prices via unit book price or a price list with a multiplier applied to the different unit prices. JSC understands that the benefits of the JOC include collaborative understanding of the schedules and scope of work that are clearly defined, resulting in few change orders which lead to more projects completed on time and within budget with a 'partnered' relationship between contractor and awardee. Additionally, JSC's management has worked on several IDIQ's and MATOC's for the US Army Corp of Engineers in Afghanistan, Qatar, Ethiopia and Kuwait, and performing successfully in the unique social, political, and security sensitive environment outside of the United States. Additionally, JSC will be able to utilize contracting software programs to include requesting work to the various County's Certified SBE and CBE firms within the county - in adherence

with the county's plan to offer and include other SBE's and CBE's for work on this IDIQ. The software program will be able to instantly provide details regarding invitations, responses, for all contracts awarded, in particular, any projects awarded as part of the CBE Reserve. JSC's management and inclusive approach will further ensure that the County's goal of helping small businesses that are CBE/SBE will flourish and have the opportunity to participate in projects they might otherwise not have a chance to perform. The County will never have cause for concern that Good Faith Efforts are not utilized and that JSC will excel in its approach to use Good Faith Efforts.

**For Section 2 - Approach to subcontracting vs. performing work. Identify self-performed work and list of employees and equipment demonstrating your capability to perform the work.** The management of JSC has over 100 years of combined experience in contracting and can clearly differentiate the difference - and has worked as both general contractor and subcontractor and knows the inherent risks of each. As a general contractor and structural contractor, we have all the tools and equipment necessary to fully self-perform all concrete, masonry and carpentry activities on any given project. That equipment includes heavy duty trucks, trailers, earthmoving, excavation equipment. JSC has a technology-based project management system, which supports the following departments, project management (field and supervisory staff), estimating (estimates costs and submits proposals upon being awarded a project), and financial and accounting staff and our field staff (concrete, carpentry and masonry crews).

Self-performed work is identified in detail as Exhibit D but is summarized below. We have a current list of laborers numbering 20 and have had as many as 30 working for JSC. We have the unique capacity to quickly add qualified and skilled laborers due to our contacts in the industry through our list of current and former employees. Our equipment includes a brand new 2019 Hino flatbed that moves equipment and material between jobsites, and the usual and customary equipment, stored onsite in secure Conex's or stored at are office/warehouse location.

**For Section 3 - We have to participate in the Joint Scope Meeting and need to describe our approach to assisting the county with review of the Detailed Scope of Work offering suggestions, improvements and VE.** Prior to the joint Scope Meeting, JSC and their prime subcontractors will meet, review and collaborate on a scope of work to perform that contract. At the same meeting we would identify areas where value engineering could be applied and review the constructability and phasing of each aspect of the project. We would formalize our comments in a written plan to be discussed at the meeting with the county's project management team. We would discuss suggestions and listen to ideas that are generated in a collaborative and constructive setting, in an effort to reduce costs while ensuring the quality and timeliness of the project's completion. After this meeting, we would take the input back to discuss with our subcontractors internally to ensure that everyone understood the prospective changes and scope of work could be accomplished as envisioned in the Joint Scope Meeting. We would further engage in ongoing dialogue to ensure that communication has occurred without any degradation to the ideas and jointly agree and finalize the scope of work.

**For Section 4- Provide a safety plan and our approach to accident prevention and provide name and quals and experience of our safety officer and what duties/responsibilities will be overall and at the project site.**

### **Health and Safety Plan**

J Stephens Construction (JSC) Corporate Health and Safety Plan (HASP) is deeply integrated into our overall management plan. JSC models its Corporate Health and Safety Plan on five key tenets including:

1. management leadership
2. employee/subcontractor involvement
3. worksite analysis
4. hazard prevention and control and
5. safety and health training

We believe a structured, process-oriented approach that is fully integrated into all aspects of planning, management, and implementation is essential to achieving our safe work goals. JSC implements a strict safety policy by making extraordinary efforts, from management to the lowest level of supervision to the individual workman, to create a safe working environment on all projects that the company undertakes. The primary concern of JSC's management is to enforce definitive health and safety standards throughout its organization. The company's policy is to ensure that employees engaged in routine or hazardous construction operations are protected from injury, whether minor or serious. Further, JSC shall always ensure that safety considerations are an integral part of its operating budget. The company's management has long adopted a policy of health and safety and continues to believe that it is our first and foremost responsibility towards our employees.

To summarize, we:

- Survey and inspect all company work to ensure compliance with the latest edition of OSHA Guidelines
- Recommend safe working practices
- Remove and reduce hazards
- Investigate and report accidents or incidents
- Ensure that the appropriate accident, medical safety records, documents, and statistical information is maintained as required
- Conduct safety, health, and welfare training for company employees and subcontractors as necessary
- Maintain liaison with subcontractors to ensure that their accident prevention programs are implemented
- Issue an improvement notice if persons or equipment is not in compliance, where no immediate risk or danger is likely to occur
- Issue a prohibition notice of an activity in a life-threatening situation. This notice will mean an immediate cessation of the activity until the violation is rectified

When awarded this contract, JSC will conduct all the necessary site meetings that promote HASP:

- Preconstruction conferences
- Work procedural meetings pursuant to mobilization
- Onsite personnel safety meetings
- New employee indoctrination meetings

In addition, JSC's Corporate Health and Safety Plan requires that we be responsible for the preparation of required, applicable plans and reports. These include but are not limited to:

- Accident Prevention Plan (APP)
- Activity Hazard Analysis (AHA)
- Project Health and Safety Plan (HASP)
- Layout Plan
- Emergency Response Plans
- Fall Protection Plan
- Health Hazard Control Program
- Contingency Plan for Severe Weather
- Fire Prevention and Protection Plan
- Night Operations Lighting Plan, if applicable

Further, JSC's Corporate Health and Safety Plan requires that safety aspects are designed into the project and continuously monitors, improves, and abates situations that arise. For this project we have proposed Mr. Leos Furch as our Safety Manager. At the project site, Mr. Furch will implement safety management, surveillance and inspections, for enforcement of JSC's Corporate Health and Safety Plan and project-specific HASP. Mr. Furch reviews during of all work and testing activities and be 100% dedicated to safety management.

Each work week, our Safety manager begins his work week by meeting with relevant team members to discuss work plan risks and hazards and ensure that hazards are kept to a minimum via established, appropriate controls, procedures, instruction and inspections. Work activities are carefully reviewed to identify potential hazards. Such reviews range from informal daily work area self-inspections to well-defined comprehensive "baseline" surveys. We believe it is important to capture what is being done well in these surveys and inspections, as well as what needs to be improved. This continuous monitoring, which features identification, evaluation, control, feedback, integration, and verification is incorporated into ongoing safety training. We also work to anticipate and reduce induced project hazards that could inadvertently develop from poor decision-making during the implementation of the project and work (e.g., physical arrangements that may cause unintentional worker contact with electrical energy sources, oxygen-deficient atmospheres created at the bottom of pits or shafts, lack of safety factors in structural strength, and flammable atmospheres).

Mr. Furch requires personal protective equipment for eyes, hands, feet, ears, and other upper and lower body areas that could be affected. He also works to mitigate falling hazards and routinely inspect to the equipment and tools used at the site. The safety and health standards directive, project HASP, safety instructions, and hazard analysis plan will be enforced through training, meetings, inspections, and management supervision.

Employees and Subcontractors (if any) are required to conform to JSC health and safety requirements or implement their own internal requirements that are at least equivalent to JSC requirements. Subcontractors (if any) are provided with a basic safety and health orientation that includes emergency preparedness, the need to comply with safety and health requirements, and stop work authority procedures. The subcontractor foreman is responsible for ensuring that requirements are met, and appropriate action taken if requirements are not met. Mr. Furch, who coordinates with the subcontractor foremen and engineers, and JSC construction manager to monitor, identify, evaluate, and

if needed, mitigate an unsafe condition before it results in an injury. We work with subcontractors and the aforementioned professional staff to identify potential risks before the job begins, making sure crew members are technically qualified, trained and advised of all safety procedures before, during and after the work commences. All job safety analyses are reviewed by the project manager and core team.

Upon receipt of Notice to Proceed, JSC will prepare and submit a project HASP to Broward County. This plan will address the following aspects:

- Safety program objectives
- Methods to be adopted to achieve safety objectives
- Designation of safety personnel assigned to the site, including job descriptions, and lines of authority
- Establish health and safety meeting schedules, safety survey schedules, inspection schedules and manner of reporting
- Scope disaster and emergency safety response programs
- Identify key personnel to be contacted in case of emergency
- Develop a methodology to comply with internationally recognized safety standards with emphasis on conformance to Federal OSHA Safety and Health Standards
- Identify channels of emergency communication
- Define a program to guarantee integrity of security systems, which inherently avoid unauthorized breaches without having necessary approvals for doing so
- Develop workable site lock down programs to protect personnel against dangerous acts generated by all causes
- Prescribe a procedure to secure a "mishap site," i.e., a means to secure an extremely hazardous occurrence until the appropriate safety personnel authorize otherwise

Recognizing that both a carrot and stick approach is needed in order to maintain this commitment in the long-term, we continuously build on what we have already achieved, and we identify improvement focus areas for additional attention. In the latter, our approach includes identification, evaluation, prevention, control, feedback, integration, and verification. Managers at every level are involved in the health and health program and show their commitment to worker health and safety by helping to identify the worksite hazards and reduce the danger of injury and illness to employees. Some of the activities which help ensure that these policies are carried out include:

- Periodic resurveys and/or exposure monitoring as appropriate
- Specification of appropriate engineering, administrative, work practice, and/or personal protective control methods to limit hazardous exposures to acceptable levels
- Coordination with planning and design personnel to anticipate and control health hazards that proposed facilities and operations would introduce
- Conducting accident investigations
- Assistance with the implementation of program elements such as hazard communication, hearing conservation, employee exposure monitoring and assessment, respiratory protection, control of chemical, physical, and biological agents including identified and potential occupational carcinogens), confined space entry, biohazards control, hoods and ventilation, ergonomics, and delivery of material safety data sheets (MSDS) to staff and management

If and when an accident does occur, we follow industry best practices for reporting the injury. Reporting shall encompass at least the following types of accidents or incidents:

1. Exposure to toxic materials or harmful chemical agents
2. Fatal injury
3. Three or more employees admitted to hospital due to food poisoning or unknown illness
4. Accident or incident due to safety violation
5. Accident with lost time
6. OSHA recordable accident which is defined as the victim receiving more than first aid.

Mr. Furch shall record the accident using JSC or County furnished form. The safety coordinator will keep all records of employees exposed to toxic materials and harmful chemical agents, and those that were injured with lost time. All of these systems and approaches are focused on achieving one ultimate goal of 0 lost time incidents on all JSC managed projects.

### Financial Ability:

JSC has supplied the requisite Bonding Company Letter for your review. JSC has \$0 outstanding on its bonding capacity. This is the second year JSC has been provided a letter showing JSC has bonding capacity. JSC's management had determined that it would use its bonding capacity judiciously and that its use needed to meet the criteria JSC had internally developed to ensure the long-term growth and continued capacity of the company. As no project/contractor/owner has yet met our internal criteria, JSC has not previously used its bonding capacity, and has not used any other bonding companies since the company's inception.

**Ability to Financially Perform the Work-** JSC has routinely managed multiple projects in various stages of construction at multiple sites. Our company currently has a term working capital loan extended by South Florida Regional Planning Council that has enabled the company to earn 'equity' on a monthly basis by paying down the working capital loan. Over the near term, the company continues to increase its working capital and owners' equity through successful project completion, and over the long term, expects to be financed entirely by conversion of accounts receivable to cash. The company currently obtains 'compiled' financial statements from its accounting firm, and has tentative plans, depending on the growth of the company, to obtain 'reviewed' financial statements for year-end 2020. The company currently has one equipment loan for a 2019 Hino tilt bed truck that carries materials and equipment between job site. The company currently has credit accounts with its major suppliers for the purchase of material, steel, concrete, and other materials necessary for ongoing projects.

Depending on the amount of contracts, timing, owner/payor – it would be possible to refinance the existing working capital loan with another lender who may refinance the working capital loan and provide a line of credit for short term mobilization or working capital needs. JSC has the necessary financial

JSC is prepared to and construct any of the projects in conformity with all design parameters and technical requirements established by Broward County. Our approach and methodology for completing a project that will meet or exceed those requirements is presented below. JSC has experience in conducting multiple projects in different locations at one time. The knowledge gained in accomplishing multiple projects simultaneously has provided us with an ability to carry out larger and more complex assignments with ease and we believe allow us to confidently approach the requirements and geographic reach of this project. We have amassed capacity in all aspects of management of

construction projects. Our personnel, tools and equipment, and our past performance are second to none.

While Broward County does not require a draft schedule until the next phase of this procurement process, the team has developed that draft in its analysis of the technical approach to this project and its key tasks/requirements. JSC will engage in project execution consistent with its proven method of categorizing requirements into the following major categories/activities: (1) **Inception/Planning**, (2) **Preparation/Mobilization**, (3) **Execution/Design & Construction** and (4) **Training and Learning**:

(1) **Inception/Planning**: As part of the initial architectural and engineering design services associated with this project, the team will undertake a Site Assessment of the project area, including geotechnical studies and topographic survey, if necessary, to assist in the development of the appropriate recommendations for all requirements to design and construct the requisite project requirements.

(2) **Preparation/Mobilization**: In the Second Phase of this Proposal Process, JSC will provide a complete listing/detail of the proposed Key Personnel and Management Team for the project. That team will be linked directly to our office at 2010 Scott Street in Hollywood. JSC's office will provide additional oversight, procurement, finance, human resources, internal review/audit, logistics, and all other requisite support to our project team. Our staff makes regular visits to our project locations and field personnel.

As part of this team's project assessment and creation of a draft schedule during the preparation/mobilization stage, the team has and will continue to identify and refine the Work Breakdown Structure (WBS)/major milestones that will be accomplished, including coordination with the County and the team's plans for mobilization and demobilization. Combined, preparation efforts also address the fluctuations that might impact the project and the team's ability to scale activities up or down as the situation warrants. As project progress is realized, adjustments will be made continually to increase the clarity of activities via progressive elaboration. Progressive elaboration means that over time we expand the work packages in greater detail or provide more defined durations and interdependences to succeed in achieving milestones and ultimately the final milestone of project completion. If we encounter any unexpected events or issues threaten the schedule, JSC is prepared to apply management techniques including:

- Schedule crashing – i.e., applying additional resources (personnel, equipment or work time in a calendar day) to the critical path activities resulting in a decreased duration than originally planned for the activity.
- Parallel tasking – i.e., activities on the critical path that are normally done in sequence are reorganized to be completed in parallel to reduce the total duration of the activity(ies).

(3) **Execution/Design & Construction**: JSC will field the appropriate on-site staff, comprised of experienced laborers and site personnel who will work in coordination with project manager/engineer, Quality Assurance personnel and the like to complete the projects. The organizational structure/chart is being prepared in anticipation of competing in Phase Two of this procurement process, but it is anticipated it will include JSC personnel as the project management and field team to execute, implement and work hand-in-hand with the County's experts who will lead the design and submittal process and technical support. Also, construction equipment and material will be analyzed and during project execution will be present, stored, and secured on-site to make sure there is daily site progress. This planning and the associated schedule are identifying how the tasks/activities and performance targets will be integrated and accomplished within the period of performance of the contract. The Team understands that the following major activities require completion:

(a) Preliminary Site Activities: JSC will analyzing the requirements of the site, inclusive of ingress/egress and security licensing (if applicable). The Site Assessment and project designs will consider each area of the project relative to civil works/utility connections requirements. The team will develop a comprehensive plan for those requirements/connections, including the identification and staging of the mechanical work in the design and construction aspects of the project.

(b) Facilities/Construction needs –JSC also appreciates that transportation of that equipment for the construction needs are a key component of project completion.

(c) Quality Control services and personnel: JSC maintains a QC system that manages the daily QC challenges of each project. The team consists of qualified QC engineers and technical support staff that will ensure the quality of work as described in the JOC. JSC will implement a quality control system that describes the plans, procedures, and organization necessary to produce an end product, which complies with the Contract requirements. Additionally, JSC will conduct quality control operations to ensure that work conforms to the Contract Specifications.

The below items describe the main tasks/components JSC will accomplish:

1. Design Activities:

a. Topographic surveys and existing conditions assessments and investigations;

b. Construction drawings and layout documents, including technical specifications and drawings showing all architectural, structural, mechanical, electrical, and other site improvement plans.

2. Construction services, including labor, materials and equipment for the civil works.

3. Security services for the designated construction site, including the Contractors' staff and project/visiting personnel, if applicable.

4. Procurement and Transportation of the supplies and materials in support of the JOC.

5. General Requirements for construction, including provision of temporary services and facilities (toilets, site offices, meeting room for project management meetings).

6. Quality Control services and personnel.

7. Material and equipment testing services and test reports.

8. Site cleanup labor and refuse containers.

9. Removal of debris and unused materials from site to legally designated locations outside the site premises.

10. Coordination with Broward County QAs for progress inspections, final handover inspections and warranty inspections.

11. And other related work not otherwise identified above.

Having this preliminary plan/approach assures JSC and its team are thinking ahead and looking to mitigate any risks to project completion. Following the life-cycle approach described allows that team to constantly review, assess, provide feedback and modify its plan as required to assure successful project completion.

The team also recognizes that a large portion of the Project revolves around adherence to the SBE/CBE requirements, and utilizing Career Source Broward to ensure quality new hires for project oversight, management, procurement and logistics. Due to JSC's years of construction experience in Broward

County, JSC has well tested material suppliers and supply chains already in place to support the various JOC.

JSC also takes a similar approach to any adverse weather conditions that may impact its ability to execute the project. JSC's management has a history of operating throughout South Florida for more than thirty (30) years. It has experienced a wide array of weather events, some of which make it impossible to perform on a particular day. JSC will seek to modify and adjust activities on days of inclement weather or excessive heat if either makes the planned activities for that day impossible. However, the team will undoubtedly encounter days where all activities may be impossible. Minor delays are accounted for sufficiently as we work on a draft schedule and/or will be recovered via additional duty hours or supply of additional labor as necessary and determined by the project management staff. Should JSC for some reason encounter extensive delays, JSC will coordinate with Broward County and be prepared to implement appropriate measures, as needed or if directed, such as extended workdays, workweeks, or multiple shifts of personnel to attempt to recover from any such significant delays.

**(4) Training and Learning:** The Team is also prepared to execute and implement its methodology for review and assessment of processes and procedures, as well as adjustment to those processes and procedures as necessary – dependent upon lessons-learned and project needs. JSC will hold daily site meetings with its staff, weekly project-level meetings, monthly progress meetings, and engage in regular communication with Broward County supervisors. Throughout project execution, JSC will formally monitor, measure, and assess progress against project performance metrics, construction schedules and the approved schedule of values, which are integrated into the WBS. Prior to construction completion, JSC will conduct pre-final inspection reviews to establish an action list for any final identified deficiencies and remaining contract work. All stakeholders will need to engage in a complete walk-through, to review all features and works to be handed over. Any remaining deficiencies will be recorded in a pre-final inspection report and correction commenced immediately on a set schedule. Following these corrections, JSC will schedule a final inspection to review items identified at the pre-final inspection.

- Plan to integrate construction subcontractors into the quality control process

JSC's Quality Control (QC) Program is founded on its corporate business practices in place for documenting QC of product quality, budget, safety, procurement and overall project management. JSC has a corporate QC Plan that serves as a template for all projects and that applies to all personnel assigned to the project, to include any and all Subcontractors. Project managers work with QC managers to develop site-specific QC plans tailored to the conditions and needs of individual projects. At a minimum, our QC Plan establishes protocols to ensure that procurement and installation processes will be executed in accordance with the relevant portions of the contract. The JSC team will provide QC through daily monitoring and scheduled inspections of JSC's and Subcontractor's performance to assure that the quality and contract requirements are met at different phases. We have used this approach to develop and implement QC plans on all JSC projects in South Florida. JSC will assign a QC Manager responsible to prepare and implement this plan and the requirements identified below. Additional QC staff will support the QC Manager, as appropriate, and Subcontractor personnel will also be required to assign the same.

Our approach to QC involves daily QC reports, identifying and tracking deficiencies and corrective actions, documenting work progress, and supporting other QC requirements. We and our Subcontractors collect QC data on a daily basis and these data are entered into our daily reports. Our QC program also tracks safety deficiencies and accidents. Deficiencies identified are numerically tracked using QC punch list items. We maintain a current log of QC punch list items in our QC database. We

regularly update the correction status of our QC punch list and have it available to our clients upon request. From those reports we identify individual or collective issues, assess potential causes and implement corrective actions. These same requirements apply to any and all Subcontractors. We also generate and submit QC reports to clients on a pre-determined schedule per client direction.

While we pursue project efficiencies, these efficiencies do not come at the expense of quality. Our QC plans ensure that testing is adequately planned, applicable to all assigned personnel and any Subcontractors on the project, and that all necessary testing procedures are available. JSC will prepare a list of tests that are to be performed by our team and Subcontractors. A Testing Plan and Log, with Test Reports, will be maintained and submitted. Our QC team will perform these tests as per the specifications. When a test fails, clearance is required. One of the three following methods can be used to clear the failure.

- Retest: if there is any doubt that the first test was inadequate, retesting occurs.
- Rework: site personnel re-inspect and retest.
- Failed material: failed material is removed, replaced, re-inspected and retested.

JSC's QC Manager will be responsible for documenting findings and resolutions from all reviews and inspections. JSC has in place a system for controlling the QC documentation and records and includes Subcontractors in all aspects thereof. These materials serve to provide objective evidence that activities and materials performed by all are consistent with programmatic requirements.

In summary, JSC believes it has the necessary requisite ability and experience, as well as the financial capacity to successfully execute contracts under the JOC.

## Supplier: JStephens Construction

### 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.

**Supplier: JStephens Construction**

**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: **J Stephens Construction LLC**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **473970702**
4. Dun and Bradstreet No.: **061863281**
5. Website address (if applicable): **www.jscsf.com**
6. Principal place of business address: **2010 Scott Street  
Hollywood, FL 33020**
7. Office location responsible for this project: **2010 Scott Street  
Hollywood, FL 33020**
8. Telephone no.: **9549834165** 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): **L15000070692**
11. List name and title of each principal, owner, officer, and major shareholder:
  - a) **Jeffrey N Stephens**
  - b) **Ivana Stephens**
  - c) **Leos Furch**
  - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Eric Toth**

Title: **CFO**

E-mail: **etoth@jscsf.com**

Telephone No.: **954-983-4165 x 102**

Name: **Jeffrey Stephens**

Title: **President**

E-mail: **jstephens@jscsf.com**

Telephone No.: **9549-834-165x106**

- 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:

<b>Eric Toth</b>	<b>CFO</b>	<b>11/12/2019</b>
<hr/>	<hr/>	<hr/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **J Stephens Construction**

\* 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).

**Supplier: JStephens Construction**

**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: Eric Toth Date: 11/4/2019**

**Title: CFO**

**Vendor Name: J Stephens Construction**

**Supplier: JStephens Construction**

**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](http://www.broward.org/EconDev/SmallBusiness).

## Supplier: JStephens Construction

### 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](http://www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx)

**Supplier: JStephens Construction**

**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:
	Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
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	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <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: Email: Telephone Number:

**Vendor Name: J Stephens Construction**

**Supplier: JStephens Construction**

**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: **Eric Toth**

Title: **CFO**

Vendor Name: **J Stephens Construction**

Date: **11/11/2019**

**Supplier: JStephens Construction**

**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).

**Eric Toth**  
**Authorized Signature/Name**

**CFO**  
**Title**

**J Stephens Construction**  
**Vendor Name**

**11/11/2019**  
**Date**



**Supplier: JStephens Construction**

**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

**Vendor Name: J Stephens Construction**

**Supplier: JStephens Construction**

**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" as 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: **J Stephens Construction**

Vendor's address listed in its submittal is:

**2010 Scott Street  
Hollywood FL 33020**

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.

<b>Eric Toth</b>	<b>CFO</b>	<b>J Stephens Construction</b>	<b>11/7/2019</b>
Authorized Signature/Name	Title	Vendor Name	Date

**Supplier: JStephens Construction**

**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: **2010 Scott Street  
Hollywood, FL 33020**

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.

<b>Eric Toth</b>	<b>CFO</b>	<b>J Stephens Construction</b>	<b>11/4/2019</b>
<b>AUTHORIZED SIGNATURE/NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>

**Supplier: JStephens Construction**

**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's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

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

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

In accordance with Section 21.31.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.	<b>No Previous County Work</b>					
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total      0                      0

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: J Stephens Construction**

**Eric J Toth**  
Authorized Signature/Name

**CFO**  
Title

**11/4/2019**  
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** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.31.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.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand  
Total

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

**Vendor Name:**

**Authorized Signature/Name**

**Title**

**Date**

**Supplier: JStephens Construction**

**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.

## Supplier: JStephens Construction

### 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 31<sup>st</sup> 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](http://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:

**J Stephens Construction** (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.

**Eric Toth**

AUTHORIZED SIGNATURE/NAME

**CFO**

TITLE

**11/9/2019**

DATE