

PNC2127421P1 - Concession for Holiday Fantasy of Lights at Tradewinds Park

BPRO Electronic Procurement System [Back to list](#)

Project Details

Project: Concession for Holiday Fantasy of Lights at Tradewinds Park

Ref. #: PNC2127421P1

Department: FASD - Purchasing

Type: RFP

Status: CLOSED

Open Date: Jun 17th 2025, 5:00 PM EDT

Questions Due Date: Jun 30th 2025, 5:00 PM EDT

Contact Information: Maureen Lewis, Nancy Olesen, mlewis@broward.org, nolesen@broward.org

Close Date: Jul 22nd 2025, 2:00 PM EDT

Days Left: Submissions are now closed

Contract Duration: Open-End; Three-Year Initial

Contract Renewal: Two One-Year Renewals

Bid Validity: Not Applicable

Bonding Required: No

Total Amount of Pass-Thru Allowance (Initial Term or Fixed): 0

OESBD Designation Goal Participation Type (Non-Multi): No Goal

OESBD Designation Goal Participation Type (Multi): No Goal

Goal Assigned Percentage (0 if No Goal): 0

Public Works/Construction: No

Project Description:

August 2025

prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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August 2025

prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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Scope of Work:

Broward County Parks and Recreation Department is seeking a qualified firm to provide services related to its Concession for Holiday Fantasy of Lights, an annual drive-through holiday display light show at Tradewinds Park located at 3600 W. Sample Road, Coconut Creek, FL 33073.

Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services, and incidentals for planning, organizing, funding, operating, and administering the Event. The Contractor will provide its own display fixtures, cables, installation and teardown equipment, point of sales equipment, materials, supplies and personnel for the operation of the Event at the Contractor's sole cost and expense and without assistance from the County, excluding the County's provision of power centers. In addition, the Contractor shall be responsible for supplying, maintaining, and replacing when needed, the equipment and supplies necessary for the Event, excluding the County's provision of power centers.

Solicitation Provisions/Requirements:

Not applicable to this solicitation.

Office of Economic and Small Business Development Requirements:

Not applicable to this solicitation.

Questions and Answers:

The County provides a specified time for Vendors to ask questions and seek clarification regarding the solicitation requirements. All questions or clarification inquiries must be submitted through BPRO by the Questions due date. The County will respond to questions in BPRO (Messages section).

Submittals:

Vendor MUST submit its solicitation response electronically through BPRO and receive a Submission Receipt. It is solely the Vendor's responsibility to ensure its response is submitted and received through BPRO by the closing date and time. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit in advance of the closing date and time. Refer to the Purchasing Division website or contact support@gobonfire.com for submittal instructions. In the event that the Vendor is having difficulty submitting a document, immediately notify the Purchasing Agent and then contact support@gobonfire.com for technical assistance.

Important Events:

Status	Event Name	Location	Description		
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jun 17th 2025, 5:00 PM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jun 30th 2025, 5:00 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Jul 22nd 2025, 2:00 PM EDT	N/A

Supporting Documentation:

File	Type	Description
Addendum No. 1 PNC2127421P1.pdf	Other	Document - Addendum No. 1
Criminal History Screening Practices Certification.docx	Documentation	-
Evaluation Criteria PNC2127421P1 5-20-2025.pdf	Documentation	-
Instructions to Vendors - RFP-RFQ-RLI PNC2127421P1 7-8-2025.pdf	Documentation	-
Litigation History.docx	Documentation	-
Lobbyist Registration Requirement Certification.docx	Documentation	-
Minimum Insurance Requirements PNC2127421P1 4-23-2025.pdf	Documentation	-

OESBD Affiliated Entities of the Principals Certification.docx	Documentation	-
OESBD Ownership Disclosure.docx	Documentation	-
RFP-RFQ-RLI Agreement Exceptions.docx	Documentation	-
RFP-RFQ-RLI Domestic Partnership Act Certification.docx	Documentation	-
RFP-RFQ-RLI Location Certification.docx	Documentation	-
RFP-RFQ-RLI Vendor Reference Verification.docx	Documentation	-
RFP-RFQ-RLI Volume of Previous Payments Attestation.docx	Documentation	-
Scope of Services PNC2127421P1 5-15-2025.pdf	Documentation	-
Security Requirements.docx	Documentation	-
Subcontractors-Subconsultants-Suppliers Requirement.docx	Documentation	-
Summary of Vendor Rights for Broward County Competitive Solicitations.docx	Documentation	-
Vendor Questionnaire and Standard Certifications - RFP-RFQ-RLI.docx	Documentation	Complete and sign this form. -

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	Instruc
Bid Table (BT-25BR)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.
Certificate of Insurance/Letter from Insurance Carrier or Requirements	File Type: Any (.*)	Multiple	OPTIONAL	
Criminal History Screening Practices Certification	File Type: Any (.*)	Multiple	OPTIONAL	
Lobbyist Registration Requirement Certification	File Type: Any (.*)	Multiple	OPTIONAL	
OESBD Affiliated Entities of the Principals Certification	File Type: Any (.*)	Multiple	OPTIONAL	
RFP RFQ RLI Agreement Exception	File Type: Any (.*)	Multiple	OPTIONAL	
RFP RFQ RLI Domestic Partnership Act Certification	File Type: Any (.*)	Multiple	OPTIONAL	
RFP RFQ RLI Location Certification	File Type: Any (.*)	Multiple	REQUIRED	
RFP RFQ RLI Vendor Questionnaire and Standard Certifications	File Type: Any (.*)	Multiple	REQUIRED	
RFP RFQ RLI Vendor Reference Verification	File Type: Any (.*)	Multiple	OPTIONAL	
RFP RFQ RLI Volume of Previous Payments Attestation	File Type: Any (.*)	Multiple	OPTIONAL	
Litigation History.	File Type: PDF (.pdf)	Multiple	OPTIONAL	
Subcontractors Subconsultants Suppliers Requirement	File Type: Any (.*)	Multiple	OPTIONAL	
Vendor Proposal	File Type: Any (.*)	Multiple	REQUIRED	

Document Takers

Vendors	# Files	Actions
Agni Enterprises, LLC	17	
ALICE ENTERTAINMENT LLC	21	
BBR Printers	20	
Brandano Displays, Inc.	27	
Broward County	5	
BuildCentral Inc	17	
Cut Camp Barbershop	8	
Deltek	2	
Gabima Llc	17	
HBC Engineering Company	1	
Horsepower Electric Inc	2	
Nerds Inc	19	
NOW Interactives	1	
Olesen, LLC	1	
PWXPress	17	
re	9	
Tg Total Service	17	
yessebeautyexpress LLC dba happyglamparty	16	
zBroward Test Vendor 1	4	

Interested Contractors

Prime/General Contractors	Subcontractors			
	<input type="text" value="Search"/>			
	<input type="text" value="Search"/>			
Vendors	Contact	Email	Phone	Subcontract Services
<div style="border: 1px solid gray; padding: 5px;"> <p>There was an error with the data. Processing If the problem persists, contact</p> </div>				

Messages

Public Notices (2)	Vendor Discussions (0)	Public Q&A (1)
<div style="border: 1px solid gray; padding: 5px;"> <p>Search <input type="text" value="Search..."/></p> </div>		
<div style="border: 1px solid gray; padding: 5px;"> <p>MAUREEN LEV Vendor Submission Vendor Submission</p> <p>Addendum No. 1 Addendum No. 1, PI</p> </div>		

Click New

Submissions and Prime/Subcontractor Interest

This project is not open for proposal submissions at this time.



DOMESTIC PARTNERSHIP ACT CERTIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

Refer to applicable section below. Failure to submit this form by stated timeframes may deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

Domestic Partnership Responsiveness Requirement (Refer to Instructions to Vendors, if applicable)

This completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

Domestic Partnership Tiebreaker (Refer to Instructions to Vendors, if applicable)

To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed form must be returned at the time of solicitation submittal.** Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

The [Domestic Partnership Act, Sections 16½- 150 through 16½-165](#), Broward County Code of Ordinances (the "Act") requires any Vendor contracting to provide goods or services to the County in an amount over \$100,000 to provide benefits to registered domestic partners of its employees on the same basis as the Vendor provides benefits to its employees' spouses, with certain exceptions as provided by the Act.

For all submittals over \$100,000, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, and certifies the following: (check only one below)

- 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.
- 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.
- The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
 - The Vendor employs less than five (5) employees.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

DOMESTIC PARTNERSHIP ACT CERTIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

- The Vendor provides an employee the cash equivalent of benefits. (Attach a notarized 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 the State of Florida. (State the law, statute or regulation and attach explanation of its applicability).

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

SUMMARY OF VENDOR RIGHTS FOR BROWARD COUNTY COMPETITIVE SOLICITATIONS

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the [Broward County Procurement Code](#).

1. Right to Object

For Requests for Proposals (RFP), Requests for Qualifications (RFQ), or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. Right to Protest

For Invitations to Bid (ITBs), RFPs, RFQs, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

Any protest must comply with requirements stated in Part X of the Broward County Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Section 21.81 of the Broward County Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the [Office of Economic and Small Business \(OESBD\)](#) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Broward County Board of County Commissioners takes other action which ends the solicitation, as stated in more detail in the Cone of Silence Ordinance.

Any violations of the Code of Silence Ordinance by any vendor or vendor representative may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the [Cone of Silence Ordinance](#), Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed form should be submitted with the solicitation response but must be submitted within three business days after County’s request. The Vendor may be deemed nonresponsive 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 nonresponsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under the [Broward County Lobbyist Registration Act, Sections 1-260 through 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 promptly notified.

- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Sections 1-260 through 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: Click or tap here to enter text.	Name of Lobbyist: Click or tap here to enter text.
Lobbyist’s Firm: Click or tap here to enter text.	Lobbyist’s Firm: Click or tap here to enter text.
Phone: Click or tap here to enter text.	Phone: Click or tap here to enter text.
E-mail: Click or tap here to enter text.	E-mail: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS
AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION**

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

- a. All Vendors are required to disclose the names and addresses of Affiliated Entities (defined below) of the Vendor's principal(s) over the last five years (from the solicitation opening deadline) that have acted as a prime vendor with the County.
- b. The County will review all Affiliated Entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated Entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the Affiliated Entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

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

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Principal's Name: Click or tap here to enter text.

Names and addresses of Affiliated Entities: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

AGREEMENT EXCEPTIONS
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, REQUEST FOR LETTER OF INTEREST

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

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

- The Vendor takes no exceptions to the contract terms and conditions stated in the solicitation.
- The Vendor takes the following exceptions to the contract terms and conditions stated in the solicitation: (use additional forms as needed; separately identify each article/section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and conditions	Provide brief justification for proposed modifications
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

VOLUME OF PREVIOUS PAYMENTS ATTESTATION

REQUEST FOR PROPOSALS, REQUEST FOR QUALIFICATIONS, OR REQUEST FOR LETTERS OF INTEREST

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

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the Broward County Board of County Commissioners (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 closing 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 closing 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 closing date.

In accordance with Section [21.41\(h\)\(4\)](#) and [21.42\(d\)\(3\)](#) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the current solicitation’s closing date will receive the Tie Breaker.

The Vendor attests to the following:

Project Title	Contract No.	Department/Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

Yes (if Yes, Vendor must submit a **Joint Venture Volume of Previous Payments Attestation.**)

No

Vendor Name: Click or tap here to enter text.

VOLUME OF PREVIOUS PAYMENTS ATTESTATION

REQUEST FOR PROPOSALS, REQUEST FOR QUALIFICATIONS, OR REQUEST FOR LETTERS OF INTEREST

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

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

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

In accordance with Section 21.41(h)(4) and [21.42\(d\)\(3\)](#) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from current solicitation’s closing date will receive the Tie Breaker.

The Vendor attests to the following:

Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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: Click or tap here to enter text.

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframes.

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

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in electric bidding system.

- 1. Subcontracted Firm's Name: Click or tap here to enter text.
Subcontracted Firm's Address: Click or tap here to enter text.
Subcontracted Firm's Telephone Number: Click or tap here to enter text.
Contact Person's Name and Position: Click or tap here to enter text.
Contact Person's E-mail: Click or tap here to enter text.
Type of Work/Supplies Provided: Click or tap here to enter text.
- 2. Subcontracted Firm's Name: Click or tap here to enter text.
Subcontracted Firm's Address: Click or tap here to enter text.
Subcontracted Firm's Telephone Number: Click or tap here to enter text.
Contact Person's Name and Position: Click or tap here to enter text.
Contact Person's E-mail: Click or tap here to enter text.
Type of Work/Supplies Provided: Click or tap here to enter text.

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT

3. Subcontracted Firm's Name: Click or tap here to enter text.
Subcontracted Firm's Address: Click or tap here to enter text.
Subcontracted Firm's Telephone Number: Click or tap here to enter text.
Contact Person's Name and Position: Click or tap here to enter text.
Contact Person's E-mail: Click or tap here to enter text.
Type of Work/Supplies Provided: Click or tap here to enter text.

4. Subcontracted Firm's Name: Click or tap here to enter text.
Subcontracted Firm's Address: Click or tap here to enter text.
Subcontracted Firm's Telephone Number: Click or tap here to enter text.
Contact Person's Name and Position: Click or tap here to enter text.
Contact Person's E-mail: Click or tap here to enter text.
Type of Work/Supplies Provided: Click or tap here to enter text.

By signature below, I certify on behalf of the Vendor that the information stated above is true and correct to the best of my knowledge.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION

The completed form should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

[Section 26-125\(d\)](#) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of \$100,000 or more with Broward County shall certify:

- A. Vendor has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.
- B. This requirement shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County.
- C. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law.
- D. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d) of the Broward County Code of Ordinances and certifies the following: (check only one box below).

- Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.
- Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

Vendor Name: [Click or tap here to enter text.](#)

Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

LITIGATION HISTORY

- A. Vendor is required to disclose to the County all “material” cases during the last three (3) years prior to the solicitation response end date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization.
- B. Additionally, the Vendor is required to disclose to the County all “material” cases 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.
- C. A “case” means any filed, pending, or resolved litigation, arbitration, or administrative proceeding.
- D. A case is considered “material” if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. 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;
 - 3. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- E. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- F. The County will consider the Vendor’s litigation history information in its review and determination of responsibility.
- G. If the Vendor is a joint venture, the information provided must encompass the joint venture and each of the entities forming the joint venture.
- H. 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.
- I. 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 nonresponsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type)

- Parent Company
- Subsidiary
- Predecessor Firm
- None of the above

If Yes: Name of Parent Subsidiary/Predecessor: Click or tap here to enter text.

Vendor is Plaintiff Vendor is Defendant

Case Number: Click or tap here to enter text.

Case Name: Click or tap here to enter text.

Date Filed: Click or tap here to enter text.

Name of Court or other Tribunal: Click or tap here to enter text.

Type of Case: Bankruptcy Civil Criminal Administrative/Regulatory

Claim or Cause of Action and Brief description of each Count: Click or tap here to enter text.

Brief Description of the Subject Matter and Project Involved: Click or tap here to enter text.

Disposition of Case: Pending Settled Dismissed

Judgment: Vendor's Favor Against Vendor

If Judgment is against, is Judgment Satisfied? Yes: No:

Attach copy of any applicable Judgment, Settlement Agreement, and Satisfaction of Judgement.

Opposing Counsel Name: Click or tap here to enter text.

Opposing Counsel email: Click or tap here to enter text.

Opposing Counsel Phone: Click or tap here to enter text.

Vendor Name: Click or tap here to enter text.

**LOCATION CERTIFICATION
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST**

To Be Eligible for Local Preference: (refer to Instructions to Vendors if applicable to the solicitation)

The Vendor should submit this fully completed form and all Required Supporting Documentation (as indicated below) by solicitation end date. If not provided with submittal, the Vendor must submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes may deem the Vendor ineligible for local preference or points for location.

To be eligible for the 'Location' tiebreaker: (refer to Instructions to Vendors if applicable to the solicitation)

The Vendor must submit this fully completed form *and* a copy of its Broward County local business tax receipt by solicitation end date. Vendors who fail to comply with this submittal deadline *will not* be eligible for the location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. The undersigned Vendor hereby certifies that (check the box for only one option below):

Option 1: The Vendor is a **Local Business**, but does not qualify as a Locally Based Business or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location:**

Street Address: [Click or tap here to enter text.](#)

City, State, Zip: [Click or tap here to enter text.](#)

Option 2: The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location").
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if

LOCATION CERTIFICATION
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is ___ %.

If Option 2 selected, indicate **Local Business Location**:

Street Address: [Click or tap here to enter text.](#)

City, State, Zip: [Click or tap here to enter text.](#)

Option 3: The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date(i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is ____%.

If Option 3 selected, indicate **Local Business Location**:

Street Address: [Click or tap here to enter text.](#)

City, State, Zip: [Click or tap here to enter text.](#)

**LOCATION CERTIFICATION
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Option 4: The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is _____% of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is _____% of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is _____% of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) on separate sheet.

Option 5: Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form):

Option 1 or 2 (Local Business or Locally Based Business)

1. Broward County local business tax receipt.

Option 3 (Locally Based Subsidiary)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities.

Option 4 (joint venture composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Locations listed above, if any (or another qualifying Local Business Location within Broward County), for the duration of the contract term, including any renewals or extensions.

**LOCATION CERTIFICATION
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST**

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this form was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

Vendor Name: Click or tap here to enter text.

Signature: _____

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Form Date 9/9/24

VENDOR REFERENCE VERIFICATION

REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention.

Vendor should submit the completed Vendor Reference Forms with its response by the solicitation's deadline. The County will verify references provided as part of the review process.

Vendor should provide a minimum of three (3) non-Broward County Board of County Commissioners' references or as per Evaluation Criteria instructions.



VENDOR REFERENCE VERIFICATION FORM (RFP/RLI/RFQ)

Solicitation No. & Title: Click or tap here to enter text.				
Reference For (hereinafter, "Vendor"):	Click or tap here to enter text.			
Reference Date:	Click or tap here to enter text.			
Organization/Firm Providing Reference:	Click or tap here to enter text.			
Contact Name:	Click or tap here to enter text.			
Contact Title:	Click or tap here to enter text.			
Contact Email:	Click or tap here to enter text.			
Contact Phone:	Click or tap here to enter text.			
Name of Referenced Project:	Click or tap here to enter text.			
Contract Number:	Click or tap here to enter text.			
Date Range of Services Provided:	Start Date:			End Date:
Project Amount:	Click or tap here to enter text.			
Vendor's Role in Project:	<input type="checkbox"/> Prime	<input type="checkbox"/> Subconsultant/Subcontractor		
Would you use this Vendor again?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If you answered no to the question above, please specify below: (attach additional sheet if needed) Click or tap here to enter text.				
Description of services provided by Vendor, please specify below: (attach additional sheet if needed) Click or tap here to enter text.				
Please rate your experience with the referenced Vendor via checkbox:	Needs Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service:				
Responsive:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
Staff Expertise:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professionalism:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turnover:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
Project:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deliverables:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project completed within budget:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation with:				
Your Firm:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor(s)/Subconsultant(s):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regulatory Agency(ies):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.</small>				
THE SECTION BELOW IS FOR COUNTY USE ONLY				
Verified via: <input type="checkbox"/> Email <input type="checkbox"/> Verbal	Verified by:	Click or tap here to enter text.	Division:	Click or tap here to enter text.
			Date:	Click or tap here to enter text.

SECURITY REQUIREMENTS

A. General Security Requirements:

1. All contractor personnel requiring unescorted access to Broward County facilities must obtain a County-issued contractor identification badge (“contractor ID badge”), unless otherwise specifically stated herein. The requirements for contractor personnel in this document are also required of subcontractor personnel, unless otherwise expressly stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contractors may contact Broward County Security at (954) 357-6000 or FMSecurity@broward.org for the required background screening requirements associated with access to specific facilities.
3. Contractor ID badges must be visible and worn at all times together with the contractor’s company/business ID or badge. Requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
4. The issuance of a contractor ID badge for unescorted access to General Facilities requires a Level 1 FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This Level 1 FDLE background check is the contractor’s responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
5. Upon completion of the background check, the contractor must attach a copy of the results to the contractor’s application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the “Sponsor” and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an online application for the County issued contractor ID badge.
6. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff’s Office (BSO). Contractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When contractor ID badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by their supervisor. Broward County Security will then supply a contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badges. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badges to the Project Manager and/or to Broward County Security.
7. Compliance with the County’s security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
8. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue, Fort Lauderdale, FL 33301. Telephone (954) 357-6000.

SECURITY REQUIREMENTS

9. All contractor personnel must wear distinctive and neat appearing uniforms with the contractor's company name. Subcontractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
10. Contractor personnel will not be allowed unescorted on the job site without a valid contractor ID badge.
11. These General Security Requirements are in addition to any requirements of specific facilities as stated herein. Additional security requirements may also be included in the applicable solicitation or contract or communicated by the Contract Administrator during the contract period.

B. Facilities Critical to Security and Public Safety:

Many Broward County government facilities have areas designated as critical to security and public safety, pursuant to Broward County Code of Ordinances Sections [26-121](#) and [26-122](#), as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) or the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

Any contractor personnel found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. Any contractor personnel with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

C. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on County premises outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members must obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager or other designated escort, and must be under the direct supervision of a foreperson for the contractor. The foreperson must have a contractor ID badge granting access to the applicable building or structure, be aware of the crew members' whereabouts, have completed the appropriate background check for the location and type of work being undertaken, and been issued and is displaying a contractor ID badge.

All members of a night cleaning crew, and all work crew members who will not be escorted when working at a critical County facility, must complete a background investigation appropriate to the requirements of the facility.

D. Other Vendors:

Other vendors, such as delivery personnel and vending machine operators, without a contractor ID badge may obtain a visitor pass for limited, escorted access. Such persons must be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

E. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, and agents visiting or working

SECURITY REQUIREMENTS

on the Port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section [42.6](#). For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

F. Airport Security Program and Aviation Regulations:

1. Contractors must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by the County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that contractor and subcontractor personnel, including, but not limited to, employees, invitees, and guests of contractor and subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, contractors shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of contractor, subcontractor, or Contractor Personnel, the County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then contractor shall pay and/or reimburse to the County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by the County in enforcing this provision. Contractors shall rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If a contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
2. Access to Security Identification Display Areas and Identification Media. Contractors shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Contractor Personnel including those who are authorized access to Security Identification Display Areas ("SIDA") on

SECURITY REQUIREMENTS

the Airport, as designated in the Airport Security Program. In addition, contractors shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media, the immediate return of the media of Contractor Personnel transferred from the Airport or terminated from the employ of contractor or subcontractor, and the immediate return of all Airport Issued Identification Media issued to all Contractor Personnel upon expiration or termination of contractor's agreement with County. Before an Airport Issued Identification Media is issued to Contractor Personnel, contractors must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each Contractor Personnel complete security training programs conducted by the Aviation Department. Contractors shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require contractors to conduct background investigations and to furnish certain data on such Contractor Personnel before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of applicants for such media.

3. Operation of Vehicles on the AOA. Unless escorted by an Aviation Department approved escort, before a contractor permits any Contractor Personnel to operate a motor vehicle of any kind or type on the AOA, the contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of the contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection. Contractor vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractors and subcontractors shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by contractors or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by any contractor or subcontractor.
5. Nondisclosure Agreement. If any Contractor Personnel are required by a contract with the County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute a SSI Nondisclosure Agreement provided by the Aviation Department.

G. Water and Wastewater Services (WWS) Security Requirements:

1. Contractors may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. To obtain a WWS ID Badge and/or Access Card and/or Keys, contractor personnel must complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.

SECURITY REQUIREMENTS

3. A lost or stolen WWS ID Badge and/or Access Card and/or Keys must be reported to the WWS Security Manager immediately.
4. WWS may terminate access to any contractor personnel who acts inappropriately while on County property. WWS may also contact law enforcement if necessary, to have the contractor personnel removed and/or file charges against them.

H. Parks and Recreation Security Requirements:

1. The awarded contractor ("Contractor") must provide ongoing disclosure throughout the term of its contract with Broward County relative to the criminal background screening required by this Section H.
2. Contractor shall perform criminal background screening as identified in Section H(3) below on contractor personnel who will perform work under its contract in any County park ("collectively referred to as "County Park Property"). Notwithstanding the above, the requirements of this Section H do not apply to independent contractors or subcontractors whose only activities on County Park Property are to make deliveries of goods for the goods or services described in this Contract.
3. Contractor shall not permit any contractor personnel work on County Park Property who: (i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website; or (ii) who has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

SECURITY REQUIREMENTS

4. Contractor shall maintain copies of the results of all criminal background screening required by this Section H for the term of its contract with Broward County and shall promptly forward copies of same to the County upon request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager ("Project Manager"), on a monthly basis, a Declaration of Criminal Background Screening in the form provided by the Project Manager, listing the information required therein and affirming the persons listed therein have been background screened as required in Item H(3), above, and have been deemed eligible by Contractor to work on County Park Property. Contractor's first monthly declaration must be provided to the Project Manager before Contractor or any of its subcontractors begin working on County Park Property, and shall include all individuals working on County Park Property and the screening results. After the first monthly declaration, Contractor must submit the monthly declaration on or before the fifth (5th) day of each calendar month for the remainder of the Contract's term. Except for the annual rescreening referenced below, the monthly declaration need only identify persons newly working on County Park Property or no longer working on County Park Property since the previous monthly declaration. The Project Manager may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor personnel subject to the criminal background screening under this attachment shall be rescreened annually based on the date of each person's initial screening and the results of same included in the applicable monthly declaration.
6. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a contractor personnel previously deemed eligible by Contractor to work on County Park Property has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this Section I, Contractor shall immediately cease allowing such personnel to work on County Park Property. Additionally, Contractor shall require any person background screened pursuant to this Section H to notify Contractor within twenty-four (24) hours of any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its subcontractors who work on County Park Property to be subject to the requirements and obligations of this Section H.
8. The County Administrator may terminate this contract immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this Section H. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this Section H was outside the reasonable control of Contractor, and Contractor has demonstrated to the County Administrator subsequent compliance with the requirements of this Section H.

Last updated: 9/9/24

OWNERSHIP DISCLOSURE

Broward County is collecting entity ownership information for Vendors. This is for informational purposes only and the data will be used for Broward County's research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will not be used in determining whether the Vendor will receive a contract award. **In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.**

Submit the form only through the link provided below. Do not submit the form as part of Vendor's response in electronic bidding system.

Link for form submittal: [Ownership Disclosure Form](#)

Form Date 9/9/24

MINIMUM INSURANCE REQUIREMENTS

Project: Holiday Fantasy of Lights Event at Tradewinds Park
Agency: Parks and Recreation Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:		
			*Maximum Deductible:		
<input 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>			*Maximum Deductible:		Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

HOLIDAY FANTASY OF LIGHTS EVENT AT TRADEWINDS PARK SCOPE OF SERVICES

1. General Description

The Holiday Fantasy of Lights (HFOL) event (each an annual “Event”) started in 1993 and is an annual drive-through holiday light show that Broward County Parks and Recreation (the “County”) hosts at Tradewinds Park each year. The event brings in more than 125,000 visitors annually who are able to drive their vehicles through the approximately two-mile course from 6:00 p.m. to 10:00 p.m. each night during the holiday season from mid-November to early January.

2. Property and Project Description

Tradewinds Park and Stables (the “Park”) is located at 3600 W. Sample Road, Coconut Creek, Florida, off Sample Road and Florida’s Turnpike (Exit 69), with high vehicular traffic in and around this location. The Park’s amenities include horseback riding, an education farm, model steam train rides, picnic shelters, fishing, athletic fields, Equine-Assisted Therapies of South Florida, and the world-famous Butterfly World. At approximately 625 acres, Tradewinds Park and Stables is one of Broward County’s largest and most diverse parks.

The County is interested in obtaining proposals for the development and operation of the HFOL show. The selected vendor (the “Contractor”) is expected to provide, produce, design, and manage a large-scale drive-through show with anticipated vehicle attendance of 650+ vehicles per night. The Event shall be held at that portion or portions of the Park illustrated in Attachment A. The route for the Event may be modified as mutually acceptable to the County and the Contractor.

The County’s goal is to encourage creativity with innovations of a high-quality drive-through holiday display show for each Event. The County will afford flexibility in attaining this objective by encouraging those who submit proposals to offer ideas to be incorporated into the HFOL show.

The Contractor must fund the ongoing maintenance and operations costs for the HFOL show during the term of the Agreement. Proposers should consider this when proposing the Annual Guarantee and percentage of gross revenue rates.

The County recommends an Annual Minimum Guarantee of at least \$60,000 per contract year/holiday season and a percentage of gross revenues of at least 5%. A more detailed description of how these rates are applied can be found in Article 5 of the draft agreement included in this solicitation.

Following the first contract year/holiday season, the Annual Minimum Guarantee will increase to the greater of the following: (a) the agreed amount for the prior contract year or (b) the percentage increase of the Consumer Price Index for All Urban Consumers (“CPI-U”) for Miami-

Fort Lauderdale-West Palm Beach. A more detailed description of how the CPI-U is calculated and applied can be found in Section 5.1.2 of the draft agreement included in this solicitation.

3. Services Description

A. The Contractor shall be responsible for planning, organizing, funding, operating, and administering the HFOL show, and will provide its own display fixtures, cables, installation, and tear-down equipment, point of sales equipment, materials, supplies and personnel for the operation of each Event at the Contractor's sole cost and expense.

B. The route to be used for the Event and the displays and supportive lighting for the Event is set forth in Attachment A to this Scope of Services. At the start of any agreement entered into as a result of this solicitation, the Contractor must submit an accessibility site plan that includes, at a minimum, traffic direction, parking, toilets, and directional signs.

C. The County may host special events at the site during an Event, so long as the County determines that such special events are not direct competition against, or interfere with, the Event. The Contractor must submit a rate sheet for the County's use of the Event site in its response to this solicitation. The County will reimburse the Contractor for any additional direct costs associated with the operation of the lights and displays for the County's events in accordance with the Contractor's rate sheet. The Contractor may also host special events during an Event, subject to the availability of space and resources at the Park and subject to the prior written approval of the County, as further described in Section 7 of this Scope of Services. The Contractor will be responsible for managing its pre-approved special events that coincide with an Event.

D. The Contractor shall keep any music or other sounds used as part of an Event at a level acceptable to the County, as the HFOL location is in proximity to residential communities and pastures with live animals. The Contractor shall review City of Coconut Creek Code of Ordinance regarding "Noise" at the following link: [ARTICLE II. – NOISE | Code of Ordinances | Coconut Creek, FL | Municode Library.](#)

E. Unless otherwise agreed to by the County and the Contractor, the published Event hours shall be between 6 p.m. and 10 p.m. The Contractor and the Contractor's HFOL staff will be allowed in the Park before and after Event hours each day to prepare for the day's Event operations and to close down the Event each night. Supervision of the Contractor's Event staff is the Contractor's sole responsibility. Each Event is expected to run for at least thirty-seven (37) and up to forty-five (45) days, but the Contractor may request additional days of operation which may be approved by the County.

F. The Contractor shall be reasonably environmentally conscientious in the products used and the disposal of items at the Event, and shall at all times operate utilizing the County's best practices for recycling and minimizing waste. More details can be found at ([Recycling County Parks Recycling \(broward.org\)](#)). The Contractor shall be responsible for the cleanliness of its operations, garbage disposal, etc.

G. The Contractor must return the Event site to its pre-Event condition within thirty (30) calendar days after the conclusion of each annual Event. This may include providing for the repair or cost of repairs for excessive damage to the site, including, but not limited to, turf and vegetation, facilities, irrigation, electrical, and water utility. Any other special events relating to the Event must be cleaned up and the site returned to the condition it was prior to the special event date within twenty-four (24) hours after the end of the special event. If the Event site is not returned to the condition it was in prior to the event, the County may elect to repair any damage to the site or the Park and invoice the Contractor for all of the County's costs incurred in repairing such damage, to be paid within thirty (30) calendar days after delivery of the invoice. Any invoices submitted to the Contractor shall be relevant third-party invoices or labor invoices if County staff is used to return the location to its pre-event condition.

H. The Contractor must notify the County of any incidents or accidents resulting from or arising out of the Event or any other special events, within twenty-four (24) hours after the occurrence of the incident or accident.

I. After the close of the light show each year, the Contractor will meet with relevant Park staff members to evaluate success and identify any areas of improvement for the following year. This process may consist of written reports, such as an "Event After-Action" report.

J. No later than October 1 of each year during the contract term, the Contractor shall provide the Contract Administrator with a list of vendors that the Contractor is requesting to use for the provision of any products, food, or beverages to be sold or provided during the Event and a list of any entertainment acts or professional programs that the Contractor is willing to use during the Event. The Contract Administrator will have the sole discretion to approve or disapprove the Contractor's requested vendors.

K. The Contractor must provide traffic barricades and traffic cones, as needed, for crowd control within the Park and must coordinate with the City of Coconut Creek to determine if there are any Maintenance of Traffic (MOT) or crowd control requirements. The Contractor will be responsible for adhering to any identified MOT and crowd control requirements at the Contractor's sole expense.

L. The Contractor shall maintain the lights and displays every night during operation of each Event. Damaged or burned lights shall be replaced promptly, prior to opening for the next night of the Event.

M. The Contractor shall provide all staff to work the drive-through show each night of the Event, including taking payment and managing traffic within the Park.

N. The Contractor shall work with the City of Coconut Creek Police Department and their Public Safety requirements and/or recommendations for traffic management. The Contractor shall be responsible for paying off-duty or on-duty officers as recommended by the City of Coconut Creek Police Department.

O. The Contractor will be responsible for ensuring patrons remain in vehicles, except when using restrooms, unless they are at a stationary stop-off point such as a “holiday village,” or special event staged by the Contractor or the County during an Event

P. Within thirty (30) days before each Event, the Contractor shall provide to the County a written Emergency Medical Services Plan, approved by the City of Coconut Creek Fire Rescue and Police Department. The Contractor shall be responsible for obtaining Police and Fire Rescue services or any permits as required by the City of Coconut Creek.

Q. The County’s electricians will provide the Contractor with information for all electrical stations and any and all information related to the Event which includes, but not limited to, internal electrical components such as gauge wire, amperage, relays, capacitors, resistors, etc. The Contractor will coordinate all requests for electrical information or assistance through the County.

R. The Contractor will reimburse the County for all electrical costs associated with powering all displays used for the Event.

S. The Contractor may place a storage trailer or container on site for the duration of the HFOL in a location approved by the County.

4. Displays and Decorations

A. The Contractor shall be responsible for manufacturing or otherwise obtaining, delivering to the Event site, and installing or otherwise readying all displays. Displays should include seasonal, manufactured items of the Contractor’s inventory supplied by and chosen by the Contractor and approved by the County, for use in the Event(s). The design elements of typical holiday lighting themes which also supplement the displays such as, but not limited to, light stringing on trees or fences, snowflakes, candy canes, spotlights, deer, or musical notes are not considered to be displays. The Event route and locator map illustrating the general area for the Event is illustrated in Attachment A (subject to future County-approved modifications).

B. The Contractor shall provide or obtain the Items for all displays which includes but not limited to installation hardware, light bulbs, cables, and necessary wiring required to install and make ready the displays for the Event and have those Items delivered to the site at the Contractor’s sole cost.

C. The Contractor shall test and prepare all lights prior to installation to ensure proper orientation. The Contractor shall provide a test-run of the light show and music (if any) prior to official opening date if requested by the Park’s manager or their designee.

D. With the County’s approval, the Contractor may be allowed to store certain items at the Park during the time between annual Events. These items will remain at the Park at the Contractor’s sole expense, responsibility, and liability. However, the displays, supportive

lighting, and equipment **must** be removed by the Contractor at its sole expense by February 1st each year.

5. Equipment, Furnishings, and Signage

A. All equipment, furnishings, signage, and advertising installed, removed, or replaced by or for the Contractor shall be in keeping with the appropriate standards of decor at the Park. The County reserves the right to approve any such equipment, signage, or advertising prior to such installation.

B. The Contractor will ensure that all equipment, furnishings, and improvements provided by the Contractor meet the requirements of all applicable building, fire, pollution, and other related codes.

C. The Contractor shall not alter or modify any portion of the Event areas without first obtaining written approval from the County, excluding minor repairs and/or maintenance (e.g., replacing bulbs).

D. The County will make a reasonable attempt to ensure that all power centers are in working condition prior to the annual start of the Event set up by the Contractor.

E. The equipment and displays for the Event shall be installed and dismantled by the Contractor's staff. The Event is expected to include numerous displays with lighting covering approximately a two and one-tenth (2 1/10) mile area of the Park, as described in Attachment A. The specific layout and design of the displays shall be determined by the Contractor with input by, and subject to the approval of, the County. The Contractor agrees to work closely with the County's staff or contractors regarding any technical issues, such as locating utility areas and lines.

F. The Contractor shall be responsible for installation of the lights and display, including connections to the County's electrical connections at the Contractor's sole cost and expense. The Contractor's installation plan shall be conveyed to the County before commencement of any activity. The installation plan is subject to the County's review and approval prior to any implementation of same by the Contractor.

G. The Contractor shall be responsible for obtaining all requisite permits and other government approvals required for each Event, and the Contractor's special events approved by the County in order to operate same effectively and safely.

6. Marketing

A. The Contractor shall be responsible for making reasonable efforts to market, advertise, and promote the Event as open to the public. The marketing materials must not result in adverse publicity for the County, be inconsistent with any County policy regarding advertising or marketing, and must not suggest an affiliation with any religion or religious organization.

B. The Contractor and the County shall cooperate on marketing efforts, including cross-marketing. The County shall include the Event(s) in the Parks and Recreation Division's relevant promotional or informational materials.

7. Special Event Fees and Utilization

A. The Contractor may utilize, at no additional cost, various Park equipment, special event areas, and labor at the County's standard rate, up to a value of Six Thousand Dollars (\$6,000.00) per contract year. The source of the equipment and labor available, and the pricing are the same as Broward County Parks System Fee Schedule (Park Admission Fee excluded), available at [Fees Home \(broward.org\)](http://www.broward.org/fees). The Contractor shall give the County fifteen (15) days advance notice of the Contractor's request to utilize items from the Broward County Parks System Fee Schedule. Items shall be available on a first-come first-serve basis, and County does not guarantee availability. Should the Contractor utilize the items on the Broward County Parks System Fee Schedule in an amount greater than the Six Thousand Dollars (\$6,000.00) annual limit, the Contractor shall pay the County all additional amounts in the time period and manner stated in the Broward County Parks System Fee Schedule.

B. The Contractor shall be responsible for hosting special nights for County-selected groups on a designated day(s) of the Event mutually agreed upon by the Contractor and the County with a discounted admission fee to the Event. The Contractor shall donate one hundred percent (100%) of all proceeds collected by the Contractor for selected nights to the Parks Foundation or local not-for-profit charity selected by the County. The Contractor shall be responsible for all operations and expenses related to the special nights with a limit of up to three (3) nights a year. The Contractor shall ensure portable toilets are placed in areas approved by Park Management during Contractor's-designated Events.

C. If either the County or the Contractor has an approved special event relating to the Event, each shall be responsible for hiring and paying for security for its special event. The special event shall not take place if not adequately staffed.

8. Managerial Approach

A. It is required that the Contractor's staff is experienced in the operation of this Scope of Services as it relates to hospitality, admissions, traffic control, and maintenance.

B. The Contractor, at its sole expense, shall assign a full-time, qualified, experienced manager for Event operations (the "Operations Manager"). The Operations Manager, their authorized agent, must be at least eighteen (18) years of age and shall be physically available onsite during Event operating hours. The qualifications of the Operations Manager shall be submitted to the County upon request. During the hours when the Operations Manager is not on duty or available, the Operations Manager or the Contractor shall designate a qualified authorized agent who shall be on duty in the Operations Manager's absence. The Operations Manager and their qualified authorized agent shall be authorized representatives of the

Contractor and be entitled to responsibly act in all matters relating to the day-to-day operations of the HFOL services and operations hereunder.

9. Facilities and Services Provided by the County

The County shall provide the following, as existing on the effective date of the agreement entered between the County and the Contractor:

- A. Electrical connection power centers.
- B. Water connections.
- C. Sewage collection facilities.
- D. Non-exclusive parking. The County and the Contractor will cooperate regarding any special parking needs.
- E. Map denoting the location of all electrical power centers required for the Event that the Contractor may also use to obtain an electrical permit.
- F. Use of two (2) gatehouses with electrical power.
- G. Use of park restrooms that will be assigned and approved by the Park's manager or designee.
- H. Lightning prediction system. The Contractor must cease outside operations when the lightning prediction system alerts there is possible lightning in the area. This applies to anything where anyone working for the Contractor or being served by the Contractor, is outside when the system sounds until the "all clear" signal sounds.

Current Construction

Currently, certain sections of the route depicted on Attachment A are undergoing a multi-year construction project that began in 2021. Taking this into consideration, at the start of the HFOL, the Contractor must submit an accessibility site plan that includes, at a minimum, traffic direction, parking, toilets, and directional signs to allow operations of the Event.

Attachment A



Evaluation Criteria

1. Ability of Professional Personnel: [Maximum 20 Points]

- a. Identify the Prime Vendor's management team, including the Vendor's manager or owner, and principals that are members of the team and what each of their respective duties will be.

Points Value: 5

- b. Describe the qualifications and relevant experience of the Project Manager and all key staff that are to be assigned to this Project. Include resumes for the Project Manager and all key staff described. If Vendor is utilizing subcontractors, submit the information requested in this section for the subcontractors and subcontractor's role for the Event. Ensure that at least eighty percent (80%) of Vendor's operation staff consists of employees who have previously worked on events that are of similar scale or larger. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this Project. Provide any licenses, certifications, designations, and affiliations of the Vendor's team. Employees with a minimum of three (3) years of experience performing specified services of similar size and scope is preferred and is also demonstrated in the resume. Scoring of vendors that do not demonstrate a minimum of three years of experience in successful light display events may be negatively impacted.

Points Value: 15

2. Project Approach: [Maximum 25 Points]

- a. Describe the Vendor's approach to the project and how the Vendor will plan, organize, fund, staff, promote, operate, and administer a drive through holiday light display event that is expected to operate daily prior to Thanksgiving Day to after New Year's Day. Include the proposed traffic route in Tradewinds Park that will be used. Include the number of holiday displays that will be used as well as a description of each display; specify any supportive lighting that will be used along the route.

Points Value: 5

- b. Describe how the Vendor will maintain power and/or provide power sources to all displays along the route which includes prior to the Event, during the Event, and after the Event.

Points Value: 5

- c. Describe any alterations that will be made to the program from year to year to ensure the event remains captivating for repeat customers.

Points Value: 5

- d. Specify how the Vendor will maintain vehicular traffic control in the waiting line prior to entering, at the entrance, and throughout the route.

Points Value: 5

- e. Specify how the Vendor will handle admission and revenue collection. Include any proposed special events, special nights, or designated stop-off points that may be part of the overall event.

Points Value: 5

3. Past Performance: [Maximum 20 Points]

- a. Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the

past five years. Provide a minimum of three projects with references. Specify which of the Vendor's team is involved.

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

Points Value: 15

- b. Describe any experience the Vendor has operating a similar project within a construction zone, where the Vendor may be asked to quickly relocate displays from one area to another throughout the duration of the Event or maintain power to the displays when an unanticipated power outage may occur as a result of the construction.

Points Value: 5

4. Workload of the Firm: [Maximum 5 Points]

For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) for which the Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects.

If there were challenges or anticipated challenges for any of the listed projects, describe how Vendor dealt or will deal with said challenges.

Points Value: 5

5. Location: [Maximum 5 Points]

Refer to **Location Certification Form** and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is comprised solely of Locally Based Businesses.

Points shall be allocated as follows based on the vendor's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture); and Option 5 (0 points).

Points Value: 5

6. Pricing: [Maximum 15 Points]

Annual Minimum Guarantee and Percentage Fee

The contract is based on an Annual Minimum Guarantee (AMG) payable to the County in two (2) installment payments, along with a Percentage Fee of Gross Receipts for each Annual Event. Award is on a 100-point scale system. Both the proposed AMG and Percentage Fee for the total potential five-year term will be used to calculate the total pricing points.

- a. The **AMG pricing** points will be determined by applying the following formula (in lieu of Standard Instructions formula for pricing):

$$\begin{aligned} & (\text{Vendor's Proposed AMG Total divided by Highest AMG Total}) \text{ [for any vendor]} \\ & \quad \times \\ & (\text{Maximum Number of Points for AMG}) \\ & \quad = \end{aligned}$$

Points for AMG Fee

Points Value: 10

- b. The **Percentage pricing** points will be determined by applying the following formula (in lieu of Standard Instructions formula for pricing):

(Vendor's Proposed Percentage Fee Total divided by Highest Percentage Fee Total) [for any vendor]

x

(Maximum Number of Points for Percentage Fee)

=

Points for Percentage Fee

Points Value: 5

7. Pro Forma: [Maximum 10 Points]

For the initial term of three years, the Vendor shall provide a Pro Forma that includes and clearly identifies all amounts to be paid to County as part of the Annual Minimum Guarantee requirements. It should also include, but not be limited to, sales projections as a percentage of estimated gross receipts revenues per year, employee salaries/benefits, maintenance and repair estimates, utility payments (per agreement requirements, other operational expenses, and any capital improvement expenses, etc.). Provide by month and by year (for initial term of three years). If a vendor does not propose an Annual Minimum Guarantee that meets or exceeds the amount recommended in the Scope of Services, it will not receive full points for this evaluation criterion.

Points Value: 10

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**INSTRUCTIONS TO VENDORS
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST**

Concession for Holiday Fantasy of Lights at Tradewinds Park

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

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in the electronic bidding system for the response to be deemed valid by the County. Refer to Submittal Instructions.

A. Responsiveness Criteria:

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

Information and applicable forms, are requested to be submitted by the solicitation's closing date and time, as instructed. Failure to timely submit may result in the Vendor being deemed nonresponsive per instructions.

The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with [Section 21.37\(b\)](#) of the Broward County Procurement Code.

1. Bond Requirement

Not applicable to this solicitation.

2. Criminal History Screening Practices Requirement

Broward County's [Criminal History Screening Practices Ordinance](#) applies to this solicitation. Vendor must follow the instructions and submit the completed **Criminal History Screening Practices Certification**. If not provided with the submittal, the Vendor must submit within three business days after the County's written request. Failure to submit within the stated timeframe may determine the Vendor to be nonresponsive to the Criminal History Screening Practices requirement.

3. Domestic Partnership Act Requirement

Broward County's [Domestic Partnership Act](#) applies to this solicitation (as a requirement and a tiebreaker criteria). Vendor must follow the instructions and submit the completed **Domestic Partnership Act Certification**. If not provided with the submittal, the Vendor must submit within three business days after the County's written request. Failure to submit within the stated timeframe may determine the Vendor to be nonresponsive to the Domestic Partnership Act requirement. However, to be eligible for the Domestic Partnership tiebreaker, the Vendor must currently offer the Domestic Partnership benefit and the completed form must be returned at the time of solicitation submittal. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

4. Federal Transit Administration (FTA) Requirements

Not applicable to this solicitation.

5. Living Wage Requirements

Not applicable to this solicitation.

6. Lobbyist Registration Requirement

Broward County's [Lobbyist Registration Act](#) applies to this solicitation. Vendor must follow the instructions and submit the completed Lobbyist Registration Requirement Certification. If not provided with the submittal, the Vendor must submit within three business days after the County's written request.

INSTRUCTIONS TO VENDORS
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Failure to submit within the stated timeframe may determine the Vendor to be nonresponsive to the Lobbyist Registration requirement.

7. Pricing Requirements and Submittal

- a. Vendor is requested to submit pricing via electronic bidding system. It is solely the Vendor's responsibility to ensure pricing is submitted and received electronically through electronic bidding system by the solicitation's closing date and time. The County will not consider pricing received by other means.
- b. Pricing submittal is a matter of responsiveness. Failure to complete and electronically submit pricing per solicitation's instructions by the solicitation's end closing date and time shall determine the Vendor to be nonresponsive to the Pricing Requirements.
- c. Proposed pricing remains subject to negotiation, which may result in a reduction from the Vendor's proposed pricing. If scoring is applicable to the solicitation, scoring for price is set forth in the Evaluation Criteria, including the formula for calculation of pricing points.

8. Additional Responsiveness Requirement

Not applicable to this solicitation.

B. Responsibility Criteria:

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

The Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any Vendor on matters that may affect a Vendor's responsibility. A Vendor may submit additional information regarding its responsibility, but such information will not be considered if it contradicts or materially alters the information provided in the original solicitation response.

A Vendor's failure to provide information requested in the manner required may result in a recommendation by the Director of Purchasing to, and/or a determination by an Evaluation Committee that the Vendor is nonresponsive.

1. Affiliated Entities of the Principal(s)

- a. Vendor is required to disclose the names of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation's closing 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**. If not provided with the submittal, the Vendor must submit within three business days after the County's written request.
- 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 County Business Enterprise (CBE), and Disadvantaged Business Enterprise (DBE), goal attainment requirements in its review and determination of responsibility. "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.

INSTRUCTIONS TO VENDORS
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2. Enterprise Technology Services (ETS) Vendor Security Questionnaire (VSQ)

Not applicable to this solicitation.

3. Financial Information/Financial Ability

a. The County may consider the Vendor's Dun & Bradstreet reporting information in its review and determination of financial responsibility.

b. The County may request additional information from any vendor on matters that may affect a Vendor's responsibility (Section 21.40(b)(4)), such as financial statements or guaranties, including but not limited to most current and/or previous reporting periods balance sheets, income statements and annual reports, federal corporate tax returns, and SEC filings.

4. Foreign Country of Concern Requirements

Not applicable to this solicitation.

5. Insurance Requirements

The **Minimum Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. Vendor is required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages OR submit a letter from the insurance carrier indicating the Vendor can obtain the required insurance coverages if awarded this contract. If not provided with the submittal, the Vendor must submit within three business days after the County's written request.

6. License, Prequalification, or Certification Requirements

a. License Requirement:

Not applicable to this solicitation.

b. FDOT Prequalification:

Not applicable to this solicitation.

7. Litigation History

Vendor should submit **Litigation History** with its submittal. If not provided with submittal, the Vendor must submit form(s) and requested information within three (3) business days after County's request.

8. Office of Economic and Small Business Development Program Requirements

SBE/CBE Reserve or Goal Participation is not applicable to this solicitation.

9. Workforce Investment Program Requirements

Not applicable to this solicitation.

10. Additional Responsibility Requirement

Not applicable to this solicitation.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be completed and provided with the solicitation response. If not provided with the submittal, the Vendor must submit within three business days after the County's written request. Failure to timely submit requested information and/or to certify to requirement may affect the Vendor's evaluation.

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1. Vendor Questionnaire and Standard Certifications

Refer to the **Vendor Questionnaire and Standard Certifications** and submit as instructed.

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

2. Procurement Preference for SBE and CBE (Section 1-81.10, Broward County Business Opportunity Act)

Not applicable to this solicitation.

D. Standard Agreement Language Requirements

1. The solicitation's contract terms and conditions are:

<https://www.broward.org/purchasing/documents/PNC2127421P1%20Agreement%20Concession%20for%20Holiday%20Fantasy%20of%20Lights.pdf>

Dated: 7/1/2025

2. Vendor is required to review the terms and conditions and submit the **Agreement Exceptions**. The completed form should be provided with the solicitation response. If not provided with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts all the referenced contract terms and conditions and any additional terms listed above.
3. If exceptions are taken, the Vendor must specifically identify each term and condition to 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. The Vendor must 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 must be provided.
4. The acceptance of or any exceptions taken to the terms and conditions of the County's agreement language is considered a part of the Vendor's response and will be considered by the Evaluation Committee. Submission of exceptions by the Vendor does not constitute acceptance of those exceptions by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Procurement Authority

Pursuant to Section 21.33 of the Procurement Code, RFPs, RLIs, and RFQs with an anticipated total value of more than \$500,000 require Board approval.

F. Project Funding Source

This project is funded in whole or in part by:
Revenue-generating

G. Cone of Silence

1. The County's Cone of Silence Ordinance, [Section 1-266](#), of the Broward County Code of Ordinances, prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor

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representatives, County Staff, and Commissioner Offices while the Cone is in effect.

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

H. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding the solicitation requirements. All questions or clarification inquiries must be submitted through BPRO by the Question due date. The County will respond to questions in BPRO (Messages section).

I. Addenda

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a nonclerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to the deadline for submission of responses, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Vendors are responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are incorporated into the solicitation.

J. Committee Appointment and Project Manager

1. Committee Members Information:

An Evaluation Committee is responsible for recommending the most qualified Vendor(s). The solicitation's appointed committee members are listed on the Purchasing Division's website under [Committee Appointment](#). Committee Members are covered by the Cone of Silence.

2. Project Manager Information:

Project Manager: Vishall Nandlal, Program/Project Coordinator

K. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the Evaluation Criteria. The County reserves the right to obtain additional information from a Vendor.

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2. Unless the Evaluation Criteria is identified as a solicitation Responsiveness or Responsibility Requirement (i.e., pricing, certifications, etc.), a Vendor's failure to respond to Evaluation Criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit information and/or documentation required by an evaluation criterion by solicitation's closing date and time may receive no points (if applicable) for the corresponding Evaluation Criteria. The County is not required to request, consider, or analyze the Vendor's Evaluation Criteria responses received after the solicitation's closing date.
3. The County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:
 - a. The Evaluation Committee may shortlist the most qualified firms prior to the Final Evaluation, in accordance with the Procurement Code.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the solicitation includes a request for a pricing submittal, the formula for awarding points will be identified in the Evaluation Criteria.
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
 - a. The Evaluation Committee will create a shortlist of the most qualified firms.
 - b. The Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

L. Review and Evaluation of Responses

The process for this procurement may proceed in the following manner:

1. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. A solicitation may only be awarded to a Vendor determined responsive and responsible to the solicitation's requirements. The Director of Purchasing shall determine whether submissions are responsive. The Director of Purchasing's responsiveness determination is not binding on the Evaluation Committee; the Evaluation Committee may accept or reject the Director of Purchasing's responsiveness determination but must specifically state the basis for any rejection.
3. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any Vendor on matters that may affect a Vendor's responsibility. The failure of a Vendor to provide information requested by the County may result in a determination of nonresponsibility. In addition, a Vendor may submit information regarding its responsibility; however, information shall not be considered if it contradicts or materially alters the information provided by the Vendor in its original response to the solicitation.
4. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether Vendors who have submitted responsive submissions are responsible. The solicitation's awarding authority shall have the ultimate authority to determine whether Vendors who have submitted responsive submissions are responsible.

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M. Local Preference

Broward County's local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

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

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

The **Location Certification Form** will be used for local preference and location tiebreaker criteria.

N. Demonstrations

Not applicable to this solicitation.

O. Presentations

1. Vendors that are determined to be both responsive and responsible to the solicitation's requirements and shortlisted (if applicable) may make a presentation to the Evaluation Committee on the Vendor's submittal. The committee may provide a list of presentation topics. Each Vendor will have equal time to present; question-and-answer time may vary by Vendor.
2. In accordance with [Section 286.0113](#), Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee meetings are closed. Only the Evaluation Committee members, County staff (and County's representative, if applicable), and the Vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants/subcontractors may only participate during one presentation/question and answer session, if partnering with multiple Prime Vendors.

P. Evaluation Committee Meetings, Committee Questions, Request for Clarifications, Additional Information

1. Evaluation Committee Meetings dates, times and locations are posted on Broward County's [Sunshine Meetings](#) website.
2. At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind the Vendor. Vendor's answers may impact evaluation (and scoring, if applicable).

Q. 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 are subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or provided by the County in a public records request response, except to the extent records are identified by the Vendor as confidential and/or

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exempt pursuant to the public records law and in accordance with the procedures in this section.

2. Any material(s) that the Vendor asserts are confidential and/or exempt from public disclosure under Florida Statutes must be conspicuously labeled at the time of submittal as “Confidential” and marked with the specific Florida statute and subsection permitting that exemption under Florida public records law.
3. To submit material as confidential and/or exempt, the Vendor must submit to “Broward County Purchasing Division, 115 South Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301,” in a sealed envelope labeled with the solicitation number and title, name and contact information for the Vendor, itemization of the contents, identification of the Florida statute(s) and subsection(s) permitting the applicable exemption(s), and the solicitation’s closing date and time, the following:
 - a. Three (3) hard copies of the materials, unredacted, with each page containing material that is confidential and/or exempt conspicuously labeled “Confidential”; and
 - b. One (1) copy of the same materials, titled “Redacted Copy,” redacted to remove/redact only those portions of the materials that are confidential and/or exempt under Florida law.
4. If the Vendor does not submit the materials in strict accordance with this section, then the Vendor may be deemed to have waived any claim that the materials are confidential and/or exempt and the County is deemed authorized to post the entire submittal on the County’s public website and/or produce the entire submittal in response to a public records request for the materials.
5. By submitting materials marked as confidential and/or exempt, Vendor agrees to indemnify County and its employees and agents from any and all claims, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees and costs, relating to the County’s nondisclosure of those materials in response to a public records request by a third party. The Vendor shall be responsible for defending its determination that the redacted portions are not subject to disclosure under applicable law.
6. Submitting material as confidential and/or exempt may impact discussion and consideration of the Vendor’s submittal by the Evaluation Committee because the Evaluation Committee may be unable to fully discuss the confidential and/or exempt material at the public evaluation meeting.

R. Copyrighted Materials

Submittal of copyrighted material will constitute a license and permission for the County to use, reproduce, distribute, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, [Chapter 119](#), Florida Statutes.

S. Public Art and Design Program

Not applicable to this solicitation.

T. Tiebreaker Criteria

In accordance with [Section 21.42\(d\)](#) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor’s solicitation response at time of submittal. Complete and accurate information must be contained in the Vendor’s initial submittal to ensure credit is received for any tiebreaker criterion. Except to the extent precluded by applicable funding or legal requirements, tiebreaker criteria are as follows:

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1. Location Certification;
2. Domestic Partnership Act Certification;
3. Drug-Free Workplace Certification;
4. Volume of Previous Payments Attestation;
5. If the foregoing does not resolve the tie, the Evaluation Committee shall reconsider the responses and re-rank the tied vendors;
6. If the foregoing does not resolve the tie, the Vendor receiving the most first place votes from the Evaluation Committee's reranking.

U. Posting of Solicitation Results and Recommendations

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

V. Vendor Protest

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

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.
4. Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

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

The estimated contract amount shall be the total bid (proposal) amount offered by the protesting Vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no amount was submitted by the protestor, the estimated contract amount shall be the County's estimated procurement contract price. The County will accept a filing fee in the form of a money order, certified check, or cashier's

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check, payable to “Broward County,” or other manner of payment approved by the Director of Purchasing.

W. Right To Appeal

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

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code. The appeal bond is based on the estimated contract amount, per Section 21.84 of the Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

X. Rejection of Responses

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

Y. Negotiations

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

Z. Submittal Instructions

1. Vendor MUST submit its solicitation response electronically through BPRO and receive a Submission Receipt. It is solely the Vendor’s responsibility to ensure its response is submitted and received through BPRO by the closing date and time. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit in advance of the closing date and time. Refer to the [Purchasing Division website](#) or contact support@gobonfire.com for submittal instructions. In the event that the Vendor is having difficulty submitting a document, immediately notify the Purchasing Agent and then contact support@gobonfire.com for technical assistance.
2. Vendor must view and download each of the documents in the electronic bidding system.
3. After all documents are viewed and downloaded from the electronic bidding system, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria, certifications, etc.) in

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the Provide Submission Information section in the electronic bidding system, Evaluation Criteria responses should be non-locked file format.

4. If a Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material; Public Records and Exemptions section for submittal instructions.
5. After all files are uploaded, Vendor must submit and finalize submission for offer to be received electronically through the electronic bidding system.
6. If a solicitation includes a Bond Requirement (Responsiveness Criteria), the Vendor must submit in a sealed envelope, labeled with the solicitation number, title, by the solicitation's closing date and time, to:

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

A copy of the bond should also be uploaded into the electronic bidding system; this does not replace the requirement to submit an original bond by the solicitation's closing date and time.

7. 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 submission to the County.

Form Date 7/1/25

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
REQUEST FOR PROPOSAL, REQUEST FOR QUALIFICATION, OR REQUEST FOR LETTER OF INTEREST

The completed form, including standard certifications, should be submitted with the solicitation response. If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be labeled to match the question number.

If not submitted with solicitation response, it must be submitted within three business days after County's written request. Failure to timely submit may affect Vendor's evaluation.

1. Legal business name: Click or tap here to enter text.
2. Doing Business As/Fictitious Name (if applicable): Click or tap here to enter text.
3. Federal Employer I.D. No. (FEIN): Click or tap here to enter text.
4. Dun and Bradstreet No.: Click or tap here to enter text.
5. Website address (if applicable): Click or tap here to enter text.
6. Principal place of business address: Click or tap here to enter text.
7. Office location responsible for this project: Click or tap here to enter text.
8. Telephone No.: Click or tap here to enter text. Fax No.: Click or tap here to enter text.
9. Generic e-mail for purchase orders: Click or tap here to enter text.
(Broward County auto distributes purchase orders; to ensure Vendor receives purchase orders, a company accessible e-mail address is suggested.)

10. Type of business (check appropriate box):

- Corporation (specify the state of incorporation) Click or tap here to enter text.
- Sole Proprietor
- Limited Liability Company (LLC)
- Limited Partnership
- General Partnership
- Other – Specify: Click or tap here to enter text.

11. Authorized Contact(s):

Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
E-mail: Click or tap here to enter text.	E-mail: Click or tap here to enter text.
Telephone No.: Click or tap here to enter text.	Telephone No.: Click or tap here to enter text.

12. List name and title of each principal, owner, officer, and majority shareholder:

a) Click or tap here to enter text.	d) Click or tap here to enter text.
b) Click or tap here to enter text.	e) Click or tap here to enter text.
c) Click or tap here to enter text.	f) Click or tap here to enter text.

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For Questions 13 – 19, if any answer is “Yes”, specify details in an attached written response with submittal; each response should be labeled to match the question number.

13. Is Vendor or any of its principals or officers currently a principal or officer of another organization?
 Yes No
14. Has Vendor, or any of its principals, officers, or predecessor organization(s), been debarred or suspended by any government entity within the last three years? Yes No
15. Has Vendor ever failed to complete any services and/or delivery of products during the last three years?
 Yes No
16. Have any voluntary or involuntary bankruptcy petitions been filed by or against Vendor, its parent or subsidiaries or predecessor organizations during the last three years? Yes No
17. Has Vendor’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to Vendor’s or its predecessor’s sureties during the last three years?
 Yes No
18. Has Vendor ever failed to complete any services and/or delivery of products during the last three years?
 Yes No
19. Has Vendor been terminated from a contract within the last three years? Yes No
20. Participation in Solicitation Development: By submission of this solicitation response, the Vendor certifies as follows (select one):
- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation.
 - I have provided information regarding the specifications and/or products listed in this solicitation. If this box is checked, provide the following:
 - Name of Person the information was provided to: Click or tap here to enter text.
 - Title: Click or tap here to enter text.
 - Date information provided: Click or tap here to enter text.
 - For what purpose was the information provided? Click or tap here to enter text.

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Standard Certifications:

Drug-Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more submittals are tied, a submittal received from a Vendor that certifies it has implemented a drug-free workplace program shall be given preference in the award process.

The Vendor hereby certifies that: (only if Vendor is certifying it currently complies, check box)

- The Vendor hereby certifies that it has established a drug-free workplace program in accordance with the requirements of Section 287.087, Florida Statutes, (“Preference to businesses with drug-free workplace programs.”)

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.

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Scrutinized Companies List Certification

Pursuant to Section 287.135, Florida Statutes, any company or other entity on the **Scrutinized Companies with Activities in Sudan List**, the **Scrutinized Companies with Activities in Iran Terrorism Sectors List**, or the **Scrutinized Companies or Other Entities that Boycott Israel List**, are prohibited from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local governmental entity for goods or services of (a) \$100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or (b) \$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria.

The Vendor hereby certifies that: (check each box)

- The company or other entity is aware of the above cited requirements of Sections 287.135, 215.473, and 215.4725, Florida Statutes, regarding the above cited lists; and
- The company or other entity is eligible to participate in this solicitation and are not listed on the cited lists above; and
- If awarded the Contract, the company or other entity will immediately notify the County in writing if it is placed on the above cited lists.

I hereby certify the information provided in this Vendor Questionnaire and Standard Certifications is true and correct*:

Vendor Name: [Click or tap here to enter text.](#)

Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).



PURCHASING DIVISION

broward.org/Purchasing

[BPRO Electronic Procurement System](#)

July 10, 2025

Addenda No.: 1
Solicitation No.: PNC2127421P1
Solicitation Title: Concession for Holiday Fantasy of Lights at Tradewinds Park

Attention Vendors:

1. The solicitation's closing date has been revised to July 22, 2025 by 2:00 p.m.
2. The document titled "Instructions to Vendors – RFP-RFQ-RLI" has been revised and replaced.
3. The Section titled "Project Description" has been revised.
4. The document titled "Vendor Questionnaire and Standard Certifications – RFP RFQ RLI" has been revised and replaced.

All other terms, conditions and specifications remain unchanged for this solicitation.