

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No:

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES ___ NO

Requisition/Project No: RQPM1500001/AVCW1500101 **TERM OF CONTRACT:** One Time Purchase
Requisition/Project Title: Executive Search Professional Svcs. (Broward County Contract)

Description: This request to utilize Broward County contract, No. R1142204P1, will allow access an established pool of pre-qualified Bidders capable of providing executive search service for the recruitment of an MPO Director.

User Department(s): MPO
 Issuing Department: ISD-PMS Contact Person: Martha Perez Phone: 305-375-5375
 Estimated Cost: \$25,000.00 Funding Source: Federal

ANALYSIS

Commodity/Service No: <u>961-30</u> SIC: _____			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: 

Date to DBD: 3/11/15



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

ADDENDUM NO. 3

Solicitation No.: R1210502P1
Solicitation Title: Executive Search Professional Services Library

Date of Addendum: February 25, 2014

Attention all potential proposers:

Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged and returned with your RFP submittal.

To all prospective proposers, please note the following changes and clarifications:

1. The RFP Opening Date has been changed to **March 3, 2014 at 5:00 p.m.**

NAME OF COMPANY: _____



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ADDENDUM NO. 2

Solicitation No.: R1210502P1
Solicitation Title: Executive Search Professional Services Library

Date Of Addendum: **February 11, 2014**

Attention all potential proposers:

- Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged and returned with your RFP submittal.

To all prospective proposers, please note the following changes and clarifications:

1. The RFP Opening (due) Date is extended to February 24, 2014, at 5:00 PM.

NAME OF COMPANY: _____



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ADDENDUM NO. 1

Solicitation No.: R1210502P1
Solicitation Title: Executive Search Professional Services Library

Date of Addendum: January 23, 2014

Attention all potential proposers:

Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged and returned with your RFP submittal.

To all prospective proposers, please note the following changes and clarifications:

1. The RFP, page 8 of 49, the RFP Opening Date is changed to **February 10, 2014 at 5:00 p.m.**
2. The RFP, page 15 of 49, the Projected Schedule is added:

RFP Advertised Date: **January 2, 2014**
Pre-Submittal Conference: **N/A**
RFP Open Date: **February 10, 2014**
Initial Evaluation Meeting: **March 17, 2014**
Final Evaluation Meeting: **March 24, 2014**

If three (3) or fewer responses are received, a Combination Initial and Final Evaluation meeting may be held.

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

NAME OF COMPANY: _____



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ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, www.broward.org/purchasing which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Broward County Purchasing Division

A Service of the Broward County Board of County Commissioners
Excellence in Public Procurement – Our Best. Nothing Less.



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Request for Proposals (RFP)

RFP Number: R1210502P1

RFP Name: Executive Search Professional Services Library

Procurement Authority

Unchecked boxes do not apply to this solicitation.

Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide services on the following project:

- Standard** Request for Proposals
- Construction General Contractor:** Two-Step Process - (Step 1) Issue RFP to Short list firms - (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids
- Establish **Library** of Firms for Services

Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide **Construction Manager at Risk** Services on the following project.

- Standard Construction Manager at Risk
- Construction Manager at Risk (Modified): Two Step Process - (Step 1) Issue RFP to Short list firms (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids

Project Funding Source

This project is funded in whole or in part by:

Federal Funds:

- _____ ARRA Funds
- _____ FTA Funds
- _____ FAA Funds
- _____ Other (_____)

Grant Funds:

_____ Source of Grant Funds (_____)

State Funds

_____ **County Funds**
X



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Scope of Service

Broward County seeks qualified firms to provide Executive Search Services Library for various positions on an as needed basis. It is the County's intent to establish a library of up to seven (7) qualified firms for these services. Each firm selected will be entered into a library of Executive Search firms to serve as a multiple award resource for the County's Executive Recruitment needs. When a vacancy occurs for which Executive Search services will be utilized, the firm with experience most relevant to the vacant position will be selected from the library to conduct the recruitment.

The design and implementation of job-related, valid and defensible outreach recruitments to attract candidates for various positions as referenced in the contract template (**Exhibit 2**). The outcome for such recruitments will be the identification of highly qualified applicants, consistent with the County's Equal Employment Opportunity policies.

The presentation of candidates will be preceded by the conduct of background and reference verifications, including verification of all stated academic credentials, industry certifications, past employment, and contact with references to provide a substantial view of the candidate's potential to perform the work required in Broward County. It will also include criminal and financial background checks. – **See Exhibit "1" – Detailed Scope of Work**

Submittal Instructions

Unchecked boxes do not apply to this solicitation.

This solicitation is open to the general marketplace.

Interested firms may supply requested information in the "Evaluation Criteria" section by typing right into the document using Microsoft Word. Firms may also prepare responses and any requested ancillary forms using other means but following the same order as presented herein.

Submit ten (10) CDs, containing the following files:

CD or DVD discs included in the submittal **must be finalized or closed** so that no changes can be made to the contents of the discs.

IT IS IMPORTANT THAT EACH CD BE LABELED WITH THE COMPANY NAME, RFP NUMBER AND TITLE, AND THEN PLACED IN AN INDIVIDUAL DISC ENVELOPE.

1. A single PDF file that contains your entire response with each page of the response in the order as presented in the RFP document, including any attachments.
2. Responses to the Evaluation Criteria questions are to be provided in the following formats:
 - a. Microsoft Word for any typed responses.
 - b. Microsoft Excel for any spreadsheets



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Submit five (5) total printed copies (hard copies) of your response.

It is the responsibility of each firm to assure that the information submitted in both its written response and CDs are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.

This is of particular importance in the implementation of the County's tiebreaker criteria. As set forth in Section 21.31.d of the Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the firm's response to the solicitation. Therefore, in order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the written submittal.

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Required Forms

This Request for Proposal requires the following CHECKED forms to be returned:
 (Please initial each Attachment being returned)

Documents submitted to satisfy responsiveness requirement(s) indicated with an **(R)** must be attached to the RFP submittal and returned at the time of the opening deadline.

		Verification of return (Please Initial)	
Attachment A	Proposers Opportunity List	<input type="checkbox"/>	Removed – Not Included
Attachment B	Letter of Intent (CBE)	<input type="checkbox"/>	Removed – Not Included
Attachment D	Application For Evaluation of Good Faith Effort	<input type="checkbox"/>	Removed – Not Included
Attachment B	Letter of Intent (DBE)	<input type="checkbox"/>	Removed – Not Included
Attachment D	DBE Unavailability Report	<input type="checkbox"/>	Removed – Not Included
Attachment E	Vendor's List (Non-Certified Subcontractors and Suppliers Information)	<input checked="" type="checkbox"/>	_____
Attachment F	Domestic Partnership Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment G	Lobbyist Registration – Certification (R)	<input checked="" type="checkbox"/>	_____
Attachment H	Employment Eligibility Verification Program Contractor Certification	<input type="checkbox"/>	Removed – Not Included
Attachment I	Litigation History	<input checked="" type="checkbox"/>	_____
Attachment J	Insurance Requirements	<input checked="" type="checkbox"/>	_____
Attachment K	Cone of Silence Certification	<input checked="" type="checkbox"/>	_____
Attachment L	Living Wage Ordinance	<input type="checkbox"/>	Removed – Not Included
Attachment M	Drug Free Workplace Policy Certification	<input checked="" type="checkbox"/>	_____
Attachment N	Non-Collusion Statement Form	<input checked="" type="checkbox"/>	_____
Attachment O	Scrutinized Companies List Certification	<input type="checkbox"/>	Removed – Not Included
Attachment P	Local Vendor Certification	<input checked="" type="checkbox"/>	_____
Attachment Q	Volume of Work Over Five Years	<input checked="" type="checkbox"/>	_____
Attachment R	Proposal Bond	<input type="checkbox"/>	Removed – Not Included
Attachment S	Certificate As To Corporate Principal	<input type="checkbox"/>	Removed – Not Included
Attachment T	Pricing Sheets	<input type="checkbox"/>	Removed – Not Included
Attachment U	Self-Certification: Owner Ethnicity/ Gender (Optional)	<input checked="" type="checkbox"/>	_____



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Send all requested materials to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
RE: RFP Number: R1210502P1

The Purchasing Division must receive submittals no later than 5:00 pm on January 27, 2014. Purchasing will not accept electronically transmitted, late, or misdirected submittals. If fewer than three interested firms respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

For Additional Project Information Contact:

Additional Project Specific Information Contact:

Project Manager: Karen Braunstein
Phone: 954-357-5536
Email: kbraunstein@broward.org

Procurement Process Related Information Contact:

Purchasing Agent: Mark Roberts
Phone: 954- 357-6164
E-mail: maroberts@broward.org

Evaluation Process

An Evaluation Committee (EC) will be responsible for recommending the most qualified firm(s). The process for this procurement may proceed in the following manner:

Review Responses

The Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The Office of Economic and Small Business Development staff evaluates submittals to determine compliance with the Office of Economic and Small Business Development Program requirements, if applicable. Agency staff will prepare an analysis report which includes a matrix of responses submitted by the firms. This may include a technical review, if applicable.

Staff will also identify any incomplete responses. The Director of Purchasing will review the information provided in the matrix and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.



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At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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Evaluation Criteria

The following list of Evaluation Criteria total 100 points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

Evaluation Criteria - Project Specific Criteria	Maximum Number of Points
<p>1) Ability of Professional Personnel - Describe the qualifications and relevant experience of the Project Manager and all key personnel that are most likely to be assigned to this proposed project for the Prime Proposer.</p> <p>a. List names of lead and back-up Executive Search Consultants to be assigned to Broward County under this contract, detailing for each individual their background and experience performing Executive Search services.</p> <p>b. Include resumes for the Project Manager and all key personnel described.</p> <p>c. Include the qualifications and relevant experience of all sub-consultants to be used in this project, if any.</p>	5
<p>2) Past Performance - Describe firm's experience on projects of comparable nature, scope, complexity and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years regarding the Prime Proposer. Include the following for each project;</p> <p>a. Project name, organization name and size, and position title(s)</p> <p>b. Location</p> <p>c. Date of completion, (month, year)</p> <p>d. Executive Search Consultant's role and responsibility for the project.</p> <p>e. Executive Search Consultant's project manager and other key professionals involved on the project.</p>	30
<p>3) Firm's Approach - Describe the Executive Search Consultant's approach to this proposed project. Provide a chart schedule and describe major milestones for achieving the schedule and any other recommendations that may directly impact the schedule</p> <p>a. Describe Executive Search Consultant's work process by detailing:</p> <ol style="list-style-type: none"> 1. Strategy used 2. Steps taken 3. Average time from receipt of 'Notice to Proceed' to submittal of final report evaluating candidates most nearly meeting County's specifications. <p>b. Provide a sample of work including a recruitment brochure and/or advertisement(s).</p>	30
<p>4) Volume of Work Previously Awarded to Each Firm - List all projects, including project number, with Broward County during the past five (5) years – completed and active, with regard to the Prime Proposer only. Volume of Work also includes Amendments, Purchase Orders, Change Orders and Work Authorizations.</p> <p>\$0 - \$150,000 = 5 Points \$150,001 - \$300,000 = 4 Points \$300,001 - \$500,000 = 3 Points \$500,001 - \$750,000 = 2 Points \$750,001 - \$1,000,000 = 1 Points Over \$1,000,000 = 0 Points</p>	5
<p>5) References and Performance Evaluations - Named references provided by the Prime Proposer and Performance Evaluations.</p> <p>a. Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active.</p> <ol style="list-style-type: none"> 1. The list of references must demonstrate at least six (6) client references similar to Broward County (at least three (3) current and three (3) former clients). 2. Each client reference listed must provide at least five (5) positions the reference filled with Executive Search Consultant's candidate referrals detailing: <ol style="list-style-type: none"> (a) organization name (b) organization address (c) organization phone and email contact (d) organization contact person (e) nature of services provided. 	30
TOTAL NUMBER OF POINTS	100



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Cone of Silence

At the time of the Evaluation Committee appointment (which is typically prior to the advertisement of the solicitation document) in this RFP process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances as revised, provides that after Evaluation Committee appointment, potential vendors and their representatives are substantially restricted from communicating regarding this RFP with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff, or any person appointed to evaluate or recommend selection in this RFP process. For communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the Initial Evaluation Committee Meeting. After the application of the Cone of Silence, inquiries regarding this RFP should be directed to the Director of Purchasing or designee.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

Demonstrations

If this box is checked, then this project will lend itself to an additional step where all firms demonstrate the nature of their offered solution. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

Presentations

If this box is checked, all firms that are found to be both responsive and responsible to the requirements of the RFP will have an opportunity to make an oral presentation to the EC on the firm's approach to this project and the firm's ability to perform. The EC may provide a list of subject matter for the discussion. The firms will have equal time to present but the question-and-answer time may vary.

Pricing

Unchecked boxes do not apply to this solicitation.

- Price will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Sheet which must be completed and returned with the RFP Submittal at the time of the opening deadline.**
- County staff and the top ranked firm will negotiate fees for pre-construction services during the Negotiation Phase of this process. Generally, the Parties negotiate a Guaranteed Maximum Price (GMP) for construction services during the course of pre-construction services.



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Negotiation and Award

The Purchasing Negotiator, assisted by County staff, will attempt to negotiate a contract with the first ranked firm. If an impasse occurs, the County ceases negotiation with the firm and begins negotiations with the next-ranked firm. The final negotiated contract will be forwarded to the awarding authority for approval.

Public Art and Design Program

Unchecked boxes do not apply to this solicitation.

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

Posting of Solicitation and Proposed Contract Awards

The Broward County Purchasing Division's website is the official location for the County's posting of all solicitations and contract award results. It is the obligation of each vendor to monitor the website in order to obtain complete and timely information. The website is located at <http://www.broward.org/Purchasing/Pages/SolicitationResult.aspx>

Vendor Protest

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

- (a) Any protest concerning the proposal or other solicitation specifications or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the proposal opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (c) Any actual or prospective proposer or offeror who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.



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

(e) Protests arising from the decisions and votes of an Evaluation Committee shall be limited to protests based upon the alleged deviations from established Committee procedures set forth in the Broward County Procurement Code and existing written Guidelines. Any allegations of misconduct or misrepresentation on the part of a competing vendor shall not be considered a protest.

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

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

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

Rejection of Responses

The Evaluation Committee may recommend rejecting all proposals in the best interests of the County. The rejection shall be made by the Director of Purchasing except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

Public Records and Exemptions

Broward County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all sub-contractors for services shall comply with Florida's Public Records Law. To the extent Contractor is acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, the Contractor and its subcontractors shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.



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Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

Any firm that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.

Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive.

Any claim of confidentiality on materials that the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, effective after opening.

Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Please be aware that submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Evaluation Committee will be unable to talk about the details of the confidential material(s) at the public Evaluation Committee meeting.

Copyrighted Materials

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

Local Preference

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity.

Except where otherwise provided by federal or state law or other funding source restrictions, a local proposer whose submittal is within 5% of the highest total ranked proposer outside of the preference area will become the firm with whom the County will proceed with negotiations for a final contract.



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Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

State and Local Preferences

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

Right of Appeal

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

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

As required by Section 21.120, the appeal must be accompanied by an appeal bond by a person having standing to protest and must comply with all other requirements of this section. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

Negotiations

It is the County's intent to conduct the first negotiation meeting no later than two (2) weeks after approval of the final ranking as recommended by the Committee. At least one of the representatives for the firm participating in negotiations with the County must be authorized to bind the firm.

In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm, etc. until such time that all requirements of Procurement Code, Section 21.85.c.8 have been met.

Projected Schedule

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx> Please check this website for any changes to the schedule.



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Responsiveness Criteria

Definition of a Responsive Proposer:

In accordance with Broward County Procurement Code Section 21.8.b.66, a Responsive Proposer means a person who has submitted a proposal which conforms in all material respects to a solicitation. The proposal of a Responsive Proposer must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

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

*****NOTICE TO PROPOSERS*****

Proposers are invited to pay strict attention to the following requirements of this RFP. The information being requested in this section is going to be used by the Evaluation Committee during the evaluation process and further consideration for contract award. Please be aware that proposers have a continuing obligation to provide the County with any material changes to the information being requested in this RFP.

1. Domestic Partnership Act

The Broward County Domestic Partnership Act (Section 16-1/2 – 157 of the Broward County Code of Ordinances, as amended) requires that, for projects where the initial contract term is valued at more than \$100,000, that at the time of RFP submittal, the vendor shall certify that the vendor currently complies or will comply with the requirements of the Domestic Partnership Act by providing benefits to Domestic Partners of its employees on the same basis as it provides benefits to employee's spouses.

The Domestic Partnership Certification Form (**Attachment F**) should be completed, for all submittals over \$100,000, and returned with the RFP Submittal Response at the time of the opening deadline, but no later than five (5) business days from request of the Purchasing agent. Failure to meet this requirement shall render your submittal non-responsive.



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2. Lobbyist Registration - Certification

A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies, see **Attachment G**, that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. 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 the basis, exercise any contractual right to terminate the contract for convenience.

The Lobbyist Registration Certification Form (**Attachment G**) should be completed and returned at the time of the RFP opening deadline and included within the submittal document.

3. Bond Requirements

Unchecked boxes do not apply to this solicitation.

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Responsibility Criteria

Definition of Responsible Proposer

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsible Proposer or Offeror means an offeror who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Evaluation Committee will recommend to the awarding authority a determination of a firm's responsibility. At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The following criteria shall be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program

(See Office of Economic and Small Business Development Program requirements below).

Office of Economic and Small Business Development Program Requirements

In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the County Business Enterprise (CBE) Program shall apply to this contract. All proposers responding to this solicitation shall utilize, or attempt to utilize, CBE firms in performing the contract in at least the assigned percentage amount for this solicitation. The assigned CBE participation goal for this contract is listed below.

In accordance with the Acts, participation for this contract is as follows:

There are no CBE Participation Goals for this project.

2. Financial Information

All firms are required to provide Broward County the firm's financial statements at the time of submittal in order to demonstrate the firm's financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements.

Although the review of a vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements as stated in the Evaluation Criteria and Public Record and Exemptions sections may result in a recommendation of non-responsive by the Director of Purchasing.



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3. Litigation History

A The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Director of Purchasing.

4. Authority to Conduct Business in Florida

A Florida corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than 5 business days from request of the Purchasing agent.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than 5 business days from request of the Purchasing agent.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than 5 business days from request of the Purchasing agent. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the County with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the County no later than 5 business days from request of the Purchasing agent.

Failure to provide the County with any of the above referenced information at the required time may be cause for the response to the solicitation to be deemed non-responsible. An acceptable document of evidence may be similar to the document attached as Exhibit 3.



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Additionally, the awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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Evaluation Criteria

With regard to the Evaluation criteria, each firm has a continuing obligation to provide the County with any material changes to the information requested. The County reserves the right to obtain additional information from interested firms.

<p>Evaluation Criteria – Project-Specific Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Ability of Professional Personnel - Describe the qualifications and relevant experience of the Project Manager and all key personnel that are most likely to be assigned to this proposed project for the Prime Proposer.</p> <p>a. List names of lead and back-up Executive Search Consultants to be assigned to Broward County under this contract, detailing for each individual their background and experience performing Executive Search services.</p> <p>b. Include resumes for the Project Manager and all key personnel described.</p> <p>c. Include the qualifications and relevant experience of all sub-consultants to be used in this project, if any.</p>	
<p>2. Past Performance - Describe firm's experience on projects of comparable nature, scope, complexity and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years regarding the Prime Proposer. Include the following for each project;</p> <p>a. Project name, organization name and size, and position title(s)</p> <p>b. Location</p> <p>c. Date of completion, (month, year)</p> <p>d. Executive Search Consultant's role and responsibility for the project.</p> <p>e. Executive Search Consultant's project manager and other key professionals involved on the project.</p>	



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<p>f. Provide references including contact name, title, organization, address, phone and email address for all cited projects completed and active.</p> <ol style="list-style-type: none"> 1) The list of references must demonstrate at least six (6) client references similar to Broward County (at least three (3) current and three (3) former clients). 2) Each client reference listed must provide at least five (5) positions the reference filled with Executive Search Consultant's candidate referrals detailing: <ol style="list-style-type: none"> (a) organization name (b) organization address (c) organization phone and email contact (d) organization contact person (e) nature of services provided. 	
<p>3. Firm's Approach - Describe the Executive Search Consultant's approach to this proposed project. Provide a chart schedule and describe major milestones for achieving the schedule and any other recommendations that may directly impact the schedule</p> <ol style="list-style-type: none"> a. Describe Executive Search Consultant's work process by detailing: <ol style="list-style-type: none"> 1. Strategy used 2. Steps taken 3. Average time from receipt of 'Notice to Proceed' to submittal of final report evaluating candidates most nearly meeting County's specifications. b. Provide a sample of work including a recruitment brochure and/or advertisement(s). 	
<p>4. Volume of Work Previously Awarded to Each Firm - List all projects, including project number, with Broward County during the past five (5) years – completed and active, with regard to the Prime Proposer only. Volume of Work also includes Amendments, Purchase Orders, Change Orders and Work Authorizations.</p>	

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<p>Evaluation Criteria –</p> <p>Company Profile</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Supply legal firm name, headquarters address, local office addresses, state of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	
<p>2. Supply the interested firm’s federal ID number and Dun and Bradstreet number.</p>	
<p>3. Is the interested firm legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. All firms are required to provide Broward County the firm’s financial statements at the time of submittal in order to demonstrate the firm’s financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements. With respect to the number of years of financial statements required by this RFP, the firm must fully disclose the information for all years available; provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The County may consider the unavailability of the most recent year’s financial statements and whether the firm acted in good faith in disclosing the financial documents in its evaluation.</p>	



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<p>Any claim of confidentiality on financial statements should be asserted at the time of submittal. (see below)</p> <p>*****ONLY "IF" claiming Confidentiality*****</p> <p>The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.</p> <p><u>Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive. Furthermore, proposer's failure to provide the information as instructed may lead to the information becoming public.</u></p> <p>Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.</p>	
<p>Litigation History Requirement:</p> <p>5. The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations.</p>	



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<p>A case is considered to be "material" if it relates, in whole or in part, to any of the following:</p> <ol style="list-style-type: none">1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;2. An allegation of 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; or5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants. <p>Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, workers' compensation, foreclosure or a proof of claim filed by the vendor.</p> <p>For each material case, the vendor is required to provide all information identified, on the attached "Litigation History" form. (Attachment I)</p> <p>A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.</p> <p>Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.</p>	
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<p>6. Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. Has your company ever failed to complete any work awarded to you? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. Has your company ever been terminated from a contract? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p style="text-align: center;">Insurance Requirements:</p> <p>9. Attached is a sample Certificate of Insurance Attachment J. It reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal but it is necessary to submit certificates indicating that the firm currently carries the insurance or to submit a letter from the carrier indicating upgrade availability.</p>	
<p>Evaluation Criteria – Legal Requirements</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Standard Agreement Language: Identify any standard terms and conditions with which the interested firm cannot agree. The standard terms and conditions for the resulting contract can be located at: See Exhibit 2 – Draft Agreement</p>	<p><input type="checkbox"/> YES (Agree)</p> <p><input type="checkbox"/> NO</p> <p>If no, you need to specifically identify the terms and conditions with which you are taking exception since they will be discussed with the Evaluation Committee. Please be aware that taking exceptions to the County’s standard terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately impact the overall evaluation of your submittal.</p>



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<p>2. Cone of Silence: This County's ordinance prohibits certain communications among vendors, county staff, and Evaluation Committee members. Identify any violations of this ordinance by any members of the responding firm or its joint venturers. The firm(s) submitting is expected to sign and notarize the Cone of Silence Certification (Attachment K).</p>	
<p>3. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a consultant or contract with a public entity, and may not transact business with Broward County for a period of 36 months from the date of being placed on the convicted vendor list. Submit a statement fully describing any violations of this statute by members of the interested firm or its joint venturers.</p>	
<p>4. No Contingency Fees: By responding to this solicitation, each firm warrants that it has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure an agreement pursuant to this solicitation. For Breach or violation of this provision, County shall have the right to reject the firm's response or terminate any agreement awarded without liability at its discretion, or to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. Submit an attesting statement warranting that the Responder has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure an agreement pursuant to this solicitation.</p>	
<p>5. DRUG FREE WORKPLACE: 1. Do you have a drug free workplace policy? 2. If so, please provide a copy of your drug free workplace policy in your proposal.</p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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<p>3. Does your drug free workplace policy comply with Section 287.087 of the Florida Statutes?</p> <p>4. If your drug free workplace policy complies with Section 287.087 of the Florida Statutes, please complete the Drug Free Workplace Policy Certification Form. (Attachment M)</p> <p>5. If your drug free workplace policy does not comply with Section 287.087 of the Florida Statutes, does it comply with the drug free workplace requirements pursuant to Section 21.31.a.2 of the Broward County Procurement Code?</p> <p>6. If so, please complete the attached Drug Free Workplace Policy Certification Form (Attachment M).</p> <p>7. If your drug free workplace policy does not comply with Section 21.31.a.2 of the Broward County Procurement Code, are you willing to comply with the requirements Section 21.31.a.2 of the Broward County Procurement Code?</p> <p>8. If so, please complete the attached Drug Free Workplace Policy Certification Form. (Attachment M)</p> <p>Failure to provide a notarized Certification Form in your proposal indicating your compliance or willingness to comply with Broward County's Drug Free Workplace requirements as stated in Section 21.31.a.2 of the Broward County Procurement Code may result in your firm being ineligible to be awarded a contract pursuant to Broward County's Drug Free Workplace Ordinance and Procurement Code</p>	<p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>4. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>7. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. Non-Collusion Statement: By responding to this solicitation, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose on the attached "Non-Collusion Statement Form" (Attachment N) 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 (1989), who is an officer or director of, or had a material interest in, the vendor's business, who is in a position to influence this procurement.</p>	



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<p>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, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. 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.</p>	
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<p>Evaluation Criteria – Tiebreaker Criteria</p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
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<p>LOCATION in BROWARD COUNTY</p> <ol style="list-style-type: none"> Is your firm located in Broward County? Does your firm have a valid current Broward County Local Business Tax Receipt? Has your firm (a) been in existence for at least six (6) months prior to the proposal opening (b) providing services on a day to day basis (c) at a business address physically located within the limits of Broward County (d) in an area zoned for such business and (e) the services provided from this location are substantial component of the services offered in the firm's proposal? <p>If so, please provide the interested firm's business address in Broward County, telephone number(s), email address, evidence of the Broward County Local Business Tax Receipt and complete the attached Local Vendor Certification Form. (Attachment P)</p>	<table> <tr> <td>1. <input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td>2. <input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td>3. <input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> </table>	1. <input type="checkbox"/> YES	<input type="checkbox"/> NO	2. <input type="checkbox"/> YES	<input type="checkbox"/> NO	3. <input type="checkbox"/> YES	<input type="checkbox"/> NO
1. <input type="checkbox"/> YES	<input type="checkbox"/> NO						
2. <input type="checkbox"/> YES	<input type="checkbox"/> NO						
3. <input type="checkbox"/> YES	<input type="checkbox"/> NO						



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<p>Failure to provide a valid Broward County Local Business Tax Receipt and the attached notarized Certification Form in your proposal shall prevent your firm from receiving credit under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code and, if applicable, shall prevent your firm from receiving any preference(s) allowed under Broward County's Local Preference Ordinance.</p>	
<p style="text-align: center;">DOMESTIC PARTNERSHIP ACT</p> <p>1. Do you have a domestic partnership program? 2. If so, please provide a copy of your domestic partnership program in your proposal and complete Attachment F "Domestic Partnership Certification Form." Failure to provide a notarized Certification Form indicating in your proposal shall prevent your firm from receiving credit for having such a program under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code.</p> <p>3. Does your domestic partnership program provide benefits which are the same or substantially equivalent to those benefits offered to other employees in compliance with the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended? Failure to provide a notarized Certification Form in your proposal indicating that the company provides domestic partnership benefits which are the same or substantially equivalent to the requirements of the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended, shall prevent your firm from receiving any preference(s) allowed under the Act if applicable to this solicitation.</p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>



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<p>VOLUME OF WORK OVER FIVE YEARS Vendor that has the lowest dollar volume of work previously awarded by the County over a five (5) year period from the date of the submittal will receive the tie breaker preference. The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Volume of work also includes Purchase Orders, Change Orders and Work Authorizations. If applicable complete Attachment Q. (Report only amounts awarded as <u>Prime Vendor</u>) To be considered for the Tie Break preference, this completed Attachment Q must be included with the RFP Submittal Response at the time of the opening deadline.</p>	<p>\$</p>
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(954) 357-6065 FAX (954) 357-8535

Required Forms to be Returned

(Forms that follow this Title Page that need to be returned, i.e. Attachments C, D, E, etc.)

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**Attachment "E" - Vendor's List
(Non-Certified Subcontractors and Suppliers Information)**

THIS FORM SHOULD BE SUBMITTED WITH THE RFP; HOWEVER, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF COUNTY'S REQUEST.

Provide this information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.

-
1. Firm's Name: _____
 2. Firm's Address: _____
 3. Firm's Telephone Number: _____ Firm's Email Address: _____
 4. Contact Name and Position: _____
 5. Alternate Contact Name and Position: _____
 6. Alternate Contact Telephone Number: _____ Email Address: _____
 7. Bid/Proposal Number: _____ Contracted Amount: _____
 8. Type of Work/Supplies Bid: _____ Award Date: _____
-

1. Firm's Name: _____
 2. Firm's Address: _____
 3. Firm's Telephone Number: _____ Firm's Email Address: _____
 4. Contact Name and Position: _____
 5. Alternate Contact Name and Position: _____
 6. Alternate Contact Telephone Number: _____ Email Address: _____
 7. Bid/Proposal Number: _____ Contracted Amount: _____
 8. Type of Work/Supplies Bid: _____ Award Date: _____
-

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

Signature	Title	Date
-----------	-------	------

Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.



Attachment "F" - Domestic Partnership Certification

NOTE: This Form must be completed in order to be considered for a contract award. Additionally, in order to receive credit for "tie breaker" purposes, this Form must be returned with the RFP submittal at the time of the opening.

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award
4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).
- The Vendor's price proposal for the initial contract term is \$100,000 or less.
- The Vendor employs less than five (5) employees.
- The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- The Vendor does not provide benefits to employees' spouses.
- The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)
- The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

I, _____ of _____
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20__

STATE OF _____ COUNTY OF _____

My commission expires: _____ (SEAL)
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____



Attachment "G" - Lobbyist Registration - Certification

This certification form should be completed and submitted with your proposal. If not included with the RFP submittal at the time of the RFP opening deadline, the Lobbyist Certification Form must be completed and returned by a date and time certain established by the County.

The Vendor, by virtue of the signature below, certifies that:

- a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and
b. 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.

Based upon these understandings, the vendor further certifies that: (Check One)

- 1. It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified..
2. It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.
3. 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:

Form with fields for Print Name of Lobbyist, Print Lobbyist's Firm, (Vendor Signature), and (Print Vendor Name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by

(Name of person whose signature is being notarized) as (Title) of

(Name of Corporation/Company) known to me to be the person described herein, or who produced

(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) My commission expires:
(Print Name)



Attachment "I" - Litigation History

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

NAME OF COMPANY: _____

Attachment "J" - Insurance Requirements

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent With no exclusions or limitations for: <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned *May be waived <input checked="" type="checkbox"/> Hired if no driving will be <input checked="" type="checkbox"/> Non-owned done in performance <input checked="" type="checkbox"/> Scheduled of services. <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY May be used to supplement minimum liability coverage requirements.	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION if exempt: State Exemption Certificate or letter on company letterhead is required. <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - E&O	(each accident)	\$ 1 mil	
	Extended reporting period	2 years	
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATION(S) WHERE BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY</small> REFERENCE: Executive Search Professional Services Library R1142204P1			

CERTIFICATE HOLDER:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: Karen Braunstein- Human Resources

Jacqueline Binns
 2013.07.16
 16:15:36 -0400
 Risk Management Division



Attachment "K" - Cone of Silence Certification

The undersigned vendor hereby certifies that:

- 1. _____ the vendor has read Broward County's Cone of Silence Ordinance, Section 1-266, Article xiii, Chapter 1 as revised of the Broward County Code; and
2. _____ the vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Evaluation Committee (for Requests for Proposals - RFPs) or Selection Committee (for Request for Letters of Interest - RLIs) for communication regarding this RFP/RLI with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
3. _____ the vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

____ as _____ of
(Name of person whose signature is being notarized) (Title)

____ known to me to be the person described herein, or who produced
(Name of Corporation/Company)

____ as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____



Attachment "M" - Drug Free Workplace Policy Certification

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. _____ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY AS IDENTIFIED IN THE COMPANY POLICY ATTACHED TO THIS CERTIFICATION.

AND/OR

2. _____ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH SECTION 287.087 OF THE FLORIDA STATUTES.

AND/OR

3. _____ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH THE BROWARD COUNTY DRUG FREE WORKPLACE ORDINANCE # 1992-08, AS AMENDED, AND OUTLINED AS FOLLOWS:

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

OR

4. _____ THE VENDOR DOES NOT CURRENTLY HAVE A DRUG FREE WORKPLACE POLICY BUT IS WILLING TO COMPLY WITH THE REQUIREMENTS AS SPECIFIED IN NO. 3

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

_____ as _____ of
(Name of person whose signature is being notarized) (Title)

_____ known to me to be the person described herein, or who produced
(Name of Corporation/Company)

_____ as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____



Attachment "N" - Non-Collusion Statement Form

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, 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), Fla. Stat. (1989), 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. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

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.

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Vendor Signature)

(Print Vendor Name)

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

(Form is to be signed even if no names are listed)



Attachment "P" - Local Vendor Certification

Tiebreaker Criteria
(or Local Preference if Applicable)

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND HAS A VALID BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION

AND

2. THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND:

- (a) Has been in existence for at least six (6) months prior to the proposal opening;
(b) Provides services on a day to day basis at a business address physically located within the limits of Broward County and in an area zoned for such business; and
(c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

AND/OR

3. THE VENDOR IS A LOCAL VENDOR IN BROWARD OR MIAMI-DADE COUNTY AND HAS A VALID CORRESPONDING COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION AND:

- (a) Has been in existence for at least ONE YEAR prior to the proposal opening;
(b) Provides services on a day to day basis at a business address physically located within the limits of Broward or Miami-Dade County and in an area zoned for such business; and
(c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20, by

as of
(Name of person whose signature is being notarized) (Title)

known to me to be the person described herein, or who produced
(Name of Corporation/Company)

as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires:



Attachment "Q" - Volume of Work Over Five Years

Tie Breaker Criteria Broward County Projects

The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. **(Report only amounts awarded as a Prime Vendor including any Amendments, Purchase Orders, Change Orders and Work Authorizations) IF no work has been performed, show a Grand Total of \$0**

Item No.	Project Title	Solicitation Contract Number Bid – Quote – RLI - RFP	Broward County Department or Division	Date Awarded	Awarded Dollar Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				Grand Total	



Attachment "U" - Self-Certification: Owner
Ethnicity/Gender (Optional)

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommend vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

The following gender applies to the primary owner of firm:

- Female Male Equally-Owned (Female and Male)

The following ethnicity applies to the primary owner of firm:

- African American/Black/Afro-Caribbean Native American
Asian Pacific Subcontinent Asian
Caucasian/White Other
Hispanic/Latino

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

(Vendor signature) (Print vendor name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by

(Name of person who's signature is being notarized) as (Title) of

(Name of Corporation/Company) known to me to be the person described herein, or who produced

(Type of Identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____



Exhibits

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Exhibit - 1 - Detailed Scope of Work

Upon CONSULTANT's receipt of a Purchase Order from the Contract Administrator, CONSULTANT shall perform the services identified below for each recruitment consistent with the number of week(s) indicated below, unless otherwise modified as described herein:

<u>Week(s)</u>	<u>Task</u>
1	Meet with appropriate County staff to gather background information.
2-3	Develop and obtain approval from the Contract Administrator for the Recruitment Profile; develop a list of potential candidates to review; and prepare and place advertisements, if desired.
4-6	Actively recruit potential candidates by soliciting, receiving, and acknowledging resumes.
7	Evaluate resumes and gather supplemental information, including use of psychometric and behavioral assessments (e.g. DISC, Myers Briggs, etc.).
8	Submit to the Contract Administrator the Report on Leading Candidates and the List of Leading Candidates and speak with the Contract Administrator to review leading candidates.
9-10	Verify candidates' degrees and certifications; conduct reference checks; and interview best qualified candidates.
11	Submit Final Report and initiate the interview process with the Contract Administrator.
Post-11	Following interviews, conduct supplemental reference checks; conduct credit, criminal, civil litigation, and motor vehicle records checks; and assist the Contract Administrator with negotiations.

NOTE: Depending on the circumstances surrounding a particular executive search, the foregoing list of executive search services and the associated time frames may be modified by the mutual agreement of the CONSULTANT and the Contract Administrator.

1. ORGANIZATION AND POSITION ANALYSIS

CONSULTANT shall interview appropriate COUNTY staff to determine their views about the position and their concerns regarding desirable training, experience, and other pertinent qualifications of prospective candidates. CONSULTANT shall also gather and review relevant information about Broward County, such as applicable budgets and organization charts. CONSULTANT'S findings shall be summarized and a Recruitment Profile with the desired qualifications shall be presented to the Contract Administrator for approval. The Recruitment Profile shall be sent to potential candidates and shall include information about Broward County government, the position, and any other criteria established by COUNTY.

Exhibit - 1 - Detailed Scope of Work (Continued)

2. RECRUITMENT

After the Contract Administrator approves the Recruitment Profile, CONSULTANT shall actively seek individuals with superior qualifications consistent with the County's requirements and invite and encourage such individuals' interest and participation. CONSULTANT shall place announcements in professional journals and shall rely on its own experience, contacts, and file data for the identification of potential candidates. Consistent with COUNTY's Equal Employment Opportunity policies, CONSULTANT shall seek out the assistance of organizations representing the County's diverse population. CONSULTANT shall not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual orientation, gender identity and expression, pregnancy, political affiliation, disability, medical condition, veteran status, or national origin.

3. PRELIMINARY SCREENING

CONSULTANT shall review, acknowledge, and evaluate all resumes received. Preliminary screening shall be based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to CONSULTANT, and CONSULTANT'S knowledge of the people and organizations with which the candidates work or are employed. CONSULTANT shall conduct telephone interviews with the candidates whose qualifications appear to most closely match the County's criteria to gain a better understanding of the candidates' backgrounds.

4. CANDIDATE EVALUATION

Thereafter, CONSULTANT shall interview those candidates whose qualifications most closely match the criteria established by the COUNTY. CONSULTANT shall examine the candidates' qualifications and achievements in relation to the selection criteria. CONSULTANT shall also verify degrees and certifications, and gather newspaper articles and any other information, if applicable and available, about the candidates (e.g., via the Internet). As part of CONSULTANT's process in evaluating candidates, CONSULTANT shall speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. Based on the reference checks and evaluations, CONSULTANT shall provide the COUNTY with a frank, objective appraisal of each candidate (Report on Leading Candidates and the List of Leading Candidates).

5. FINAL REPORTING

CONSULTANT shall prepare a detailed report and evaluation on each candidate most nearly meeting the COUNTY's specifications. The candidates shall not be ranked.

6. SPECIAL ASSISTANCE

Upon request by the Contract Administrator, CONSULTANT shall provide the following support services:

- A. Prior to interviews, suggest interviewing and selection tips, and interview questions, and rating forms;
- B. Conduct a "briefing session" immediately preceding the interviews, and assist in a "debriefing" immediately following the interviews;
- C. Arrange the schedule of interviews and associated logistics for final candidates;
- D. Advise the Contract Administrator on starting salary, fringe benefits, relocation trends, and employment packages;
- E. Act as liaison between the Contract Administrator and the candidate in a discussion of offers and counter-offers;
- F. Conduct a final round of reference checks with current employers (if not previously done for reasons of confidentiality);

Exhibit - 1 - Detailed Scope of Work (Continued)

- G. Notify unsuccessful candidates who were not recommended for interview of the COUNTY's decision; and
- H. Conduct credit, criminal, civil litigation, and motor vehicle record checks through an outside service on all finalists before an interview is scheduled.

7. COMPENSATION SCHEDULE

Upon COUNTY's acceptance of the following services after completion by CONSULTANT, CONSULTANT shall be paid in the following manner:

- A. Recruitment Profile 1/3 of the agreed fee
- B. List of Leading Candidates and Report on Leading Candidates 1/3 of the agreed fee
- C. Final Report (Item 5) and Special Assistance (Item 6) 1/3 of the agreed fee.

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Exhibit - 2 - Standard Contract Language

See RFP, Exhibit 2 of the .pdf version posted to the Purchasing Division website.

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Exhibit - 3 - Evidence of Authorization to do Business

***State of Florida
Department of State***

I certify from the records of this office that
CORPORATION is a ^{limited liability} corporation authorized to transact business in
the State of Florida, qualified on November 7, 2012.

The document number of this corporation is

I further certify that said corporation has paid all fees due this office through
December 31, 2013, that its most recent annual report/uniform business report
was filed on March 26, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of July, 2013*



Ken DeFronzo
Secretary of State

Authentication ID: 21025547

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

<https://efile.sunbiz.org/certauthver.html>

AGREEMENT

Between

BROWARD COUNTY

and

for

CONSULTANT SERVICES FOR
EXECUTIVE SEARCH PROFESSIONAL SERVICES
IN BROWARD COUNTY, FLORIDA

RFP# R1142204P1

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A G R E E M E N T

Between

BROWARD COUNTY

and

for

CONSULTANT SERVICES FOR
EXECUTIVE SEARCH PROFESSIONAL SERVICES
IN BROWARD COUNTY, FLORIDA
RFP# R1142204P1

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, COUNTY desires to retain CONSULTANT to provide executive search professional services to COUNTY; and

WHEREAS, COUNTY has reviewed the qualifications of CONSULTANT to perform such executive search services and has found them to be satisfactory; and

WHEREAS, the Broward County Board of County Commissioners finds that it is in the public interest that COUNTY obtain such services which will serve a public purpose.

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT, (collectively referred to as the "Parties"), agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement**: means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **CONSULTANT**: The person, firm, corporation or other entity selected to perform the services pursuant to this Agreement.
- 1.4 **Contract Administrator**: The Director of the Human Resources Division, the designee of such Director, or some other employee expressly designated as Contract Administrator in writing by the County Administrator, who is the representative of the Board of County Commissioners of Broward County, Florida concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Administrator**: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney**: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **County Business Enterprise or "CBE"**: A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **Notice To Proceed**: A written notice to proceed with the Project issued by the Contract Administrator.
- 1.9 **Project**: The Project consists of the services described in Article 2, Scope of Services.
- 1.10 **Purchase Order**: a purchasing document issued by the Contract Administrator to formalize a purchase transaction with CONSULTANT, conveying acceptance of the CONSULTANT's proposal for an individual project. The Purchase Order should contain statements as to quantity, description, and price of the services being rendered, and applicable terms as to payment, dates of performance, and other factors or suitable references pertinent to the purchase and its execution by CONSULTANT.

- 1.11 **Purchasing Director**: the Director of the Purchasing Division for Broward County.
- 1.12 **RFP**: Request for Proposals for Executive Search Professional Services for the Broward County Board of County Commissioners, **RFP# R1142204P1**.
- 1.13 **Statement of Work**: a written document of COUNTY setting forth the services and/or deliverables required of CONSULTANT for a particular executive search project.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 CONSULTANT shall perform all the work identified in this Agreement; as set forth in Exhibit "A," attached hereto and made a part hereof; and any related Purchase Order and/or Statement of Work. CONSULTANT agrees that the Scope of Services described herein shall include all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 2.2 CONSULTANT and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to CONSULTANT to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written COUNTY approval is at CONSULTANT's sole risk.
- 2.3 CONSULTANT acknowledges and agrees that services under this Agreement will be requested by COUNTY on an as-needed basis, and that the COUNTY does not represent or guarantee that COUNTY will utilize CONSULTANT's services for the Project or any other work.
- 2.4 Nothing in this Agreement shall preclude COUNTY from using firms and individuals other than CONSULTANT to provide executive search professional services.

- 2.5 COUNTY reserves the right, in its sole discretion, to advertise periodically for additional consultants to perform services set forth in this Agreement for the purpose of increasing the existing CONSULTANT library/list if it is determined to be in COUNTY's best interest. COUNTY reserves the right, in its sole discretion, to add or remove any and all consultants, including CONSULTANT, in accordance with procedures as set forth in Chapter 21 of the Broward County Administrative Code for cancellation of contracts and the terms of this Agreement.
- 2.6 Executive Search Resource Library. CONSULTANT acknowledges and agrees that CONSULTANT may be one of multiple consultants placed in an Executive Search Resource Library (ESRL) to provide executive search professional services to COUNTY. Proposals for a particular executive search will be solicited from consultants in the ESRL through a Statement of Work, and acceptance of any such proposal will be made through the issuance of a Purchase Order by the Contract Administrator. Any determination concerning solicitations for proposals or acceptance of such proposals will be made at the sole discretion of the Contract Administrator.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall begin on the date it is fully executed by the Parties or December 1, 2013, whichever is later, and shall end two (2) years from such date, except as provided herein. COUNTY has the option to renew this Agreement for three (3) additional one-year renewal terms at the sole discretion of, and upon thirty (30) days prior written notice by, the Purchasing Director. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 All duties, obligations and responsibilities of CONSULTANT required by this Agreement shall be completed no later than the time agreed upon by CONSULTANT and COUNTY's Contract Administrator or Purchasing Director as set forth in any Purchase Order(s), Statement(s) of Work and this Agreement. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement, any Purchase Order(s), and Statement(s) of Work.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

- 4.1 For the services performed under this Agreement, COUNTY shall pay CONSULTANT in accordance with the terms and conditions of the specific

Purchase Order(s). There shall be no reimbursable expenses payable under this Agreement or any Purchase Order(s).

The Contract Administrator may make awards under this Agreement, through Purchase Order(s), up to Thirty Thousand Dollars (\$30,000.00) per executive search. Any single executive search in excess of thirty thousand dollars (\$30,000.00) must be approved by the Purchasing Director up to the limits authorized by the Board. Such award limit is not an obligation on the part of the COUNTY to pay CONSULTANT any compensation during the term of this Agreement and/or any renewal period(s), except as stated in any applicable Purchase Order(s) issued by the Contract Administrator or the Purchasing Director pursuant to this Agreement.

Any award to CONSULTANT in excess of the dollar amount limit established by this Agreement as the award authority of the Contract Administrator and the Purchasing Director for executive searches shall be subject to the prior approval of the Board.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 CONSULTANT may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and the date(s) such services were completed.

4.2.2 COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted in both format and manner prescribed by the Contract Administrator. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.

4.4 Force Majeure

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by

labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

4.5 Payment will be made to CONSULTANT at:

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

5.1 COUNTY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties in accordance with Section 12.8 below.

5.2 DISPUTE RESOLUTION: In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional work or services, or is outside the level of effort originally anticipated by this Agreement; and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to COUNTY's Director of Purchasing for resolution. The Director's decision shall be final and binding on the Parties. The resolution shall be set forth in a written document. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 COUNTY shall assist CONSULTANT by placing at CONSULTANT's disposal all information COUNTY has available pertinent to the Project including previous reports and any other data relevant to the Project.

- 6.2 COUNTY shall review the itemized deliverables/documents identified in Exhibit "A" of the Agreement and respond in writing with any comment within the time set forth in Exhibit A.
- 6.3 COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope, timing or performance of CONSULTANT's services.

ARTICLE 7
TERMINATION

- 7.1 This Agreement and any Purchase Orders issued pursuant to this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement and any Purchase Orders may also be terminated for convenience by action of the Purchasing Director or the Board. Termination for convenience by the Purchasing Director shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than five (5) days after the date of such written notice. This Agreement and any Purchase Orders issued pursuant to this Agreement may also be terminated by the Purchasing Director upon such notice as the Purchasing Director deems appropriate under the circumstances in the event the Purchasing Director determines that termination is necessary to protect the public health or safety. This Agreement and any Purchase Orders issued pursuant to this Agreement may also be terminated upon not less than five (5) days' prior written notice in the event that CONSULTANT becomes debarred by COUNTY, loses essential qualifications, becomes insolvent, or is removed as a CONSULTANT for executive search professional services in accordance with this Agreement or the procedures under the Broward County Procurement Code related to cancellation of contracts. Parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates this Agreement and any Purchase Orders issued pursuant to this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective five (5) days after such notice of termination for cause is provided.
- 7.2 This Agreement and any Purchase Orders issued pursuant to this Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform its obligations under this Agreement; or failure to continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CONSULTANT is placed on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if CONSULTANT provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

- 7.3 In the event that CONSULTANT files a petition seeking bankruptcy protection, or enters into an arrangement with creditors because of its insolvency, then upon five (5) days' notice, COUNTY may declare this Agreement cancelled.
- 7.4 Notice of termination shall be provided in accordance with Article 9 of this Agreement, entitled "Notices," except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be made by verbal notice that shall be promptly confirmed in writing in accordance with Article 9 of this Agreement.
- 7.5 In the event this Agreement or a Purchase Order issued pursuant to this Agreement is terminated by COUNTY for convenience, CONSULTANT shall be paid for any services performed in accordance with the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for COUNTY's right to terminate this Agreement for convenience.
- 7.6 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of this Agreement.

ARTICLE 8 INDEMNIFICATION

CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent or reckless act of, or omission of, CONSULTANT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONSULTANT shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The

obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONSULTANT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 9
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended, at the place last specified in Article 9. The place for giving notice shall remain the same as set forth herein until changed by giving notice in writing to the other party in the manner provided in this section. For the present, the Parties designate the following:

COUNTY:

Human Resource Director
Broward County Human Resources Division
Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

CONSULTANT:

ARTICLE 10
INSURANCE

10.1 To ensure the indemnification obligation contained in Article 8 of this Agreement, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and

Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

10.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect COUNTY and the Board by naming COUNTY and the Broward County Board of County Commissioners as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.

10.2.1 Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claims-made basis to be no less than One Million Dollars (\$1,000,000). Any deductible amount shall not exceed One Million Dollars (\$1,000,000) for each occurrence. **CONSULTANT shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**

10.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws.

10.2.3 Comprehensive or Commercial Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent Contractors.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

10.2.4 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of

the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles, if applicable.
- Hired and non-owned vehicles, if applicable.
- Employers' non-ownership, if applicable.

- 10.3 CONSULTANT shall provide to COUNTY certificate of insurance within fifteen (15) days after notification of award of the contract. CONSULTANT shall provide to COUNTY a Certificate of Insurance or a copy of all insurance policies required by this Article including any subsection thereunder and attached hereto as Exhibit D. COUNTY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that COUNTY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to COUNTY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Agreement.
- 10.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 10.5 COUNTY is to be expressly included as an Additional Insured in the name of Broward County Board of County Commissioners with respect to general liability and excess liability coverages arising out of operations performed for COUNTY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names COUNTY as an additional insured.
- 10.6 Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 11
EEO AND CBE COMPLIANCE

- 11.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual

orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CONSULTANT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 11.2 Although no CBE goal has been set for this Agreement, COUNTY encourages CONSULTANT to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

12.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project.

CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, this Agreement, any Purchase Order(s) and the Statement of Work. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement, any Purchase Order(s) and the Statement of Work for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall ensure that the requirements of this Section 12.2 are included in all agreements with its subcontractor(s).

12.3 PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall keep and maintain public records that COUNTY would ordinarily and necessarily be required to maintain if COUNTY performed the services under this Agreement. CONSULTANT shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided under Chapter 119 of the Florida Statutes, Section 35.20 of the Broward County Administrative Code, or as otherwise provided by law. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

12.4 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

12.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. COUNTY shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein, including but not limited to any Purchase Order(s) or any Statement(s) of Work, by CONSULTANT without COUNTY's written consent.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.6 REPRESENTATIVE OF COUNTY AND CONSULTANT

12.6.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.6.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.7 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.8 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

_____, Contract Administrator

FOR CONSULTANT:

12.10 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

12.11 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.12 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.13 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by CONSULTANT shall also serve as CONSULTANT's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

12.14 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of COUNTY. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind COUNTY in any respect whatsoever.

As an independent contractor, CONSULTANT shall be solely responsible for any and all costs and expenses related to its employees, personnel, and agents performing services under this Agreement, any Purchase Order(s), and any Statement(s) of Work issued by the Contract Administrator or Purchasing Director, including but not limited to payment of any applicable compensation, fringe benefits, or worker' compensation.

12.15 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.16 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

12.17 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.18 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of

any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.19 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.20 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12.21 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12.22 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.

12.24 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

12.25 INCORPORATION BY REFERENCE

The attached Exhibits A, B, C and D are incorporated into and made a part of this Agreement.

12.26 HIPAA COMPLIANCE

It is expressly understood by the Parties that COUNTY personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162, and 164 and related regulations. In the event CONSULTANT is considered by COUNTY to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CONSULTANT shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "E" for the purpose of complying with HIPAA. Where required, CONSULTANT shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CONSULTANT's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

CONSULTANT shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

12.27 PAYABLE INTEREST

12.27.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for

interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.27.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.27.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.28 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

12.29 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

12.30 DOMESTIC PARTNERSHIP REQUIREMENT

CONSULTANT certifies and represents that it will comply with COUNTY's Domestic Partnership Act (Section 16½-157 of the Broward County Code of Ordinances, as amended) during the entire term of the Agreement. The failure of CONSULTANT to comply shall be a material breach of the Agreement, entitling COUNTY to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due CONSULTANT until CONSULTANT complies; (2) termination of the Agreement; and (3) suspension or debarment of CONSULTANT from doing business with COUNTY.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

BY _____
Mayor
____ day of _____, 20 ____.

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Tricia D. Brissett (Date)
Assistant County Attorney

Print Name and Title above

TDB
_____.doc
00/00/13

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR
CONSULTANT SERVICES FOR EXECUTIVE SEARCH PROFESSIONAL SERVICES
IN BROWARD COUNTY, FLORIDA, RFP# R1142204P1

FOR INDIVIDUAL:

CONSULTANT

WITNESSES:

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

____ day of _____, 20__.

Print/Type Name

FOR CORPORATION:

CONSULTANT

ATTEST:

(Please Type Name of Consultant/Firm)

Secretary

By _____
President/Vice President

(Please Type Name of Secretary)

(Please Type Name of President/Vice
President)

CORPORATE SEAL

____ day of _____, 20__.

EXHIBIT A
SCOPE OF SERVICES

DRAFT

EXHIBIT B

DRAFT

EXHIBIT C

DRAFT

EXHIBIT D

INSURANCE CERTIFICATE

DRAFT

FOLDER # 1142204

Initial Award Authority / Agenda Item -> 12 Award Amt-> 200,000.00

Lead Agency Contact (Contact Unit May be Incorrect)

Karen Braunstein Phone - 954-357-5536

Initial Award Date -> 01/07/14 Award # 12

MA ID # Document Description Current Status -> MA Start Date MA End Date Not to Exceed Amount Ordered Unit
 R1142204P1 Executive Search Professional Services - Library of Firms 01/07/14 01/06/18 \$200,000.00 \$52,000.00 R
 kbraunstein@broward.org

Vend #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 1-VC0000103694-AD001-P C002 ALLIANCE RESOURCE CONSULTING LLC ERIC MIDDLETON EMIDDLETON@ALLIANCE.COM 562-901-0769

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement R1142204P1.	Svc	0		0.0000	\$0.00	\$52,000.00	\$52,000.00
Vendor Total								\$52,000.00	\$52,000.00

Vend #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 2-VS0000002271-AR017-C T017 RALPH ANDERSEN & ASSOCIATES INC HEATHER RENSHLER apoly@ralphandersen.com 916-630-4800 916-804-2885 916-804-2885

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement R1142204P1.	Svc	0		0.0000	\$0.00		
Vendor Total									

Vend #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 3-VC0000019769-ADDR00-CONT00 SLAVIN MANAGEMENT CONSULTANTS ROBERT E. SLAVIN SLAVIN@BELLSOUTH.NET 770-449-4656 678-296-2037

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement R1142204P1.	Svc	0		0.0000	\$0.00		
Vendor Total									

FOLDER # 1142204 Initial Award Authority / Agenda Item -> 12 Award Amt-> 200,000.00 **Lead Agency Contact (Contact Unit Mar if Incorrect)** Karen Braunstein Phone - 954-357-5536

Initial Award Date -> 01/07/14 Award # 12
MA ID # Document Description Current Status -> MA Start Date MA End Date Not to Exceed Amount Ordered Unit kbraunstein@broward.org
 R1142204P1 Executive Search Professional Services - Library of Firms 01/07/14 01/06/16 \$200,000.00 \$52,000.00 R

Vendor #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 4-VC0000011572-ADDR00-CONT00 COLIN BAENZIGER COLIN BAENZIGER Colin@cb-asso.com 561-793-2624 561-707-3537

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement RFP R1210502P1.	Svc	0		0.0000	\$0.00		
Vendor Total									

Vendor #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 5-VS0000012705-AR011-C T011 HR SYNERGIES, LLC SAM HINES shines@veshrs.com 954-436-8137 954-243-3858

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement RFP R1210502P1.	Svc	0		0.0000	\$0.00		
Vendor Total									

Vendor #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #
 6-VS0000002272-AR009-C T009 MBN SERVICES INC S. RENEE NARLOCH reene@bobnurravassoc.com 850-391-0000

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit (MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid
1	91885	Executive Search Services for use by various Broward County agencies in accordance with all terms, conditions, pricing and scope of services per Agreement RFP R1210502P1.	Svc	0		0.0000	\$0.00		
Vendor Total									

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
470 - Port Everglades	2	52,000.00	52,000.00
Department Totals	2	52,000.00	52,000.00

Renewals				
Ln #	Length	Unit	Starts	Expires
1	1	Years	01/07/16	01/06/17
2	1	Years	01/07/17	01/06/18
3	1	Years	01/07/18	01/06/19