



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6065 • FAX 954-357-8535

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 addendum 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,

A handwritten signature in blue ink that reads "Brenda J. Billingsley". The signature is written in a cursive, flowing style.

Brenda J. Billingsley, Director
Broward County Purchasing Division

Request for Letters of Interest (RLI)

RLI Number: R0777102R2

RLI Name: Disaster Recovery/ Business Continuity / IT Security Services:

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 Letters of Interest for consideration to provide services on the following project:

☒ **Standard** Request for Letters of Interest

☐ **Construction General Contractor:** Two-Step Process - (Step 1) Issue RLI 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 Letters of Interest 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 RLI to Short list firms (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids

☐ Pursuant to Florida Statutes, Chapter 287.055 (**Consultants Competitive Negotiations Act**), the Broward County Commission invites qualified firms to submit Letters of Interest for consideration to provide **Professional Consulting Services** on the following project.

☐ **Non-Continuing Contract:** (Check only one box)

☐ Professional services needed for a construction project where the construction costs exceed \$ 325,000

☐ Professional services needed for a planning or study activity where the fee for the professional services exceed \$ 35,000

☐ **Continuing Contract :**(Check only one box)

☐ Professional services needed for projects in which construction costs do not to exceed \$2 million

☐ Professional services needed for study activities when the fee for such professional service does not exceed \$ 200,000

☐ Professional services needed for work of a specified nature

☐ **Design-Build:** (Check only one box)

☐ Qualification - Based with a Guaranteed Maximum Price and a Guaranteed Completion Date

☐ Two-Step process - (Step 1) Issue RLI to Short list firms - (Step 2) Issue Request for Proposals to Shortlisted firms to obtain proposals

The scope of services shall include:

This competitive solicitation is open to providers of Business Continuity and Disaster Recovery services. These services are intended to provide assurance that should a sustained interruption be experienced by Broward County's information technology environment, key business processes and services provided by the County can be supported within an agreed to period of time. **See Exhibit "A"**

NOTE: Responders must be able to provide computer systems to facilitate recovery in the event of a disaster. Those systems must be able to support Mainframe, Windows and UNIX systems. Providers must have multiple geographically dispersed (outside of south and central Florida) hot, warm and cold site facilities.

Submittal Instructions

Unchecked boxes do not apply to this solicitation.

☐ Only interested firms from the Sheltered Market may respond 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 nine (9) 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 or DVD BE LABELED WITH THE COMPANY NAME, RLI 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/RLI 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

Submit three (3) 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 / DVDs 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.

Send all requested materials to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
RE: RLI Number: R0777102R2

The Purchasing Division must receive submittals no later than 5:00 pm on Monday July 18, 2011. 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:

Franklin Fletcher
Phone: 954-357-8016 office 954-553-3018 cell
Email: ffletcher@broward.org

Selection Process

A Selection Committee (SC) will be responsible for recommending the most qualified firms and ranking them for negotiation. The process for this procurement may proceed in the following manner:

Review Responses

The Purchasing Division delivers the submittals to agency staff for summarization for the Selection 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.

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 Selection Committee as to each firm's responsiveness to the requirements of the RLI. The final determination of responsiveness rests solely on the decision of the Selection Committee.

Short Listing

The SC will meet to create a short list of the most qualified firms. The matrix and staff analysis report is a tool that the SC may use in its decision-making process. The County will not consider oral or written communications, prior to the conclusion of short-listing the firms, which may vary the terms of the submittals.

Cone of Silence

At the time of the Selection Committee appointment (which is typically prior to the advertisement of the solicitation document) in this RLI process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances as revised, provides that after Selection Committee appointment, potential vendors and their representatives are substantially restricted from communicating regarding this RLI 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 RLI process. For communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the Shortlist Meeting of the

Selection Committee. After the application of the Cone of Silence, inquiries regarding this RLI 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 may lend itself to an additional step where short-listed firms demonstrate the nature of their offered solution. In those cases, staff, and sometimes members of the SC, may request a representative display or demonstration. If the SC decides that demonstrations are necessary, short-listed firms will receive a description of, and arrangements for, the desired demonstration.

Pricing

Unchecked boxes do not apply to this solicitation.

☒ Price may be considered in the final evaluation and ranking of the short-listed firms. If the SC will consider price, staff will provide each short-listed firm with a pricing submittal instrument and instructions for its preparation and delivery.

☐ Price will not be a factor in evaluating or ranking the interested firms.

☐ 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.

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 bidder 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 Mary Becht at (954) 357-7456).

Presentations/Interviews/Ranking

Each of the short-listed firms will have an opportunity to make an oral presentation to the SC on the firm's approach to this project and the firm's ability to perform. The SC 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. The SC will rank the firms and post its recommendation for three days as a "Proposed Recommendation of Ranking". Following this three-day period, if no objections to the proposed ranking have been received in writing by the Director of Purchasing, a Final Recommendation of Ranking will be posted and presented to the Board for approval. At the discretion of the Board, presentations to the Board of County Commissioners by the ranked firms may be required.

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, Domestic Partnership Ordinance and Procurement Code will not be applied in the procurement process.

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 by the Purchasing Negotiator to the Selection Committee for approval, if required by the committee, or to the awarding authority for approval.

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 21.119 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 bid 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 bid 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 bid 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 bidder 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.

(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 a Selection Committee or 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 RLI 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 bid 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.

Employment Verification Program

Unchecked boxes do not apply to this solicitation.

- ☐ If this service is funded by the State of Florida, complete and return Attachment  "Employment Eligibility Verification Program Contractor Certification".

Rejection of Responses

The Selection Committee may recommend to the Director of Purchasing the rejection of all responses to this solicitation.

Public Records and Exemptions

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, RLI# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law.

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.

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

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.

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

Proposers are invited to pay strict attention to the following requirements of this RLI. The information being requested in this section is going to be used by the Selection Committee during the selection/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 RLI.

A. Definition of a Responsive Bidder:

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

Responsiveness Criteria

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 Selection 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.

- 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

The Broward County Business Opportunity Act of 2004 and the County Business Enterprise (CBE) Act of 2009 establish the County's policies for participation by small business enterprises, county business enterprises, and federal disadvantaged business enterprises in all County contracts and in other selected activities.

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

No goals have been assigned to this project.

- 2. Financial Information** - 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.
- 3. Litigation History** - 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.

JOINT VENTURE ENTERPRISES

Construction Licensing

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified Construction License issued either by the State of Florida or Broward County. If not with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture holds the specified Construction License issued either by the State of Florida or Broward County. 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. Failure to provide any of this information to the County at the required time may be cause for the response to the solicitation to be deemed non-responsive.

Florida Registration

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds a Certificate of Authority from the Florida Department of State, Division of Corporations to transact business in Florida. If not with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture is registered by the State of Florida and is allowed to transact business in Florida. Failure to provide any of this information to the County at the required time may be cause for the response to the solicitation to be deemed non-responsive.

B. Definition of Responsible Bidder:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsible Bidder 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.

Responsibility Criteria

The Selection 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. Financial Information**
- 2. Litigation History**
- 3. Responders must be able to provide computer systems to facilitate recovery in the event of a disaster. Those systems must be able to support Mainframe, Windows and UNIX systems. Providers must have multiple geographically dispersed (outside of south and central Florida) hot, warm and cold site facilities.**

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.

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 Selection 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 Selection 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.

Projected Schedule

Open Date: July 18, 2011

Short list Date: August 24, 2011

Presentations: September 7, 2011

First Negotiation Meeting: On or before September 30, 2011

Second Negotiation Meeting, if needed: On or before October 14, 2011

If three (3) or fewer responses are received, a combination Short List and Presentation meeting may be held on September 7, 2011.

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.

NOTE: Responders must be able to provide computer systems to facilitate recovery in the event of a disaster. Those systems must be able to support Mainframe, Windows and UNIX systems. Providers must have multiple geographically dispersed (outside of south and central Florida) hot, warm and cold site facilities.

Evaluation Criteria – Project-Specific Criteria	Provide answers below. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.
1. Describe consulting services that your firm is able to offer relative to business availability planning, continuity of operations, business impact analysis, exercise planning and risk analysis.	
2. Describe your current service offerings for hot sites. Hot sites must be at geographically dispersed Tier 3 datacenter locations outside of South and Central Florida with multiple high speed Internet access points. The Hotsite must have in place and support the following: • Mainframe • UNIX • Windows • Tape Library (which can read LTO4 tapes) • High Speed LANs with switches • Remote Access (VPN) appliance • High Speed Internet Access with dedicated bandwidth of at least 45mb. • Storage Area network (SAN)	
3. Describe how your organization handles over subscription of the primary hot site facility if multiple organizations declare a disaster.	
4. Describe your currently available	

multiple cold site offerings and their locations. Cold sites must be geographically diverse and must be at least 500 miles apart. Cold sites should be able to accommodate multiple computer systems. Sites must be Tier 3 and have adequate space to accommodate at least 2,000 sq ft of raised floor and 1,000 sq ft of non-raised floor space.	
5. Describe your mobile recovery service offerings. These services must include the ability to deploy mobile data centers that can accommodate Windows and UNIX platforms as well as workspace with phones and PCs. Please indicate the typical time frame to deploy once a request is made.	
6. Describe how your organization schedules test periods to insure that recovery time objectives are met for supported applications at your Hot Site facilities	
7. Describe advanced recovery services such as data replication that you currently provide	
8. Is your firm able to provide additional computing equipment at time of disaster?	
9. Describe future services that your company is planning to implement in the next 12 months	
10. Describe your Managed Services offerings which include staffing levels of onsite technical support staff to support multiple platforms including mainframe, UNIX, and Windows. This would provide for remote testing and recovery. Is your firm able to provide these services?	

Evaluation Criteria –	Provide answers below. When an
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Company Profile	<i>entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i>
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.	
2. Supply the interested firm's federal ID number and Dun and Bradstreet number.	
3. Is the interested firm legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?	
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 RLI, 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. Any claim of confidentiality on financial statements should be asserted at the time of submittal. The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RLI# - Confidential Matter". The firm must identify the specific	

statute that authorizes the exemption from the Public Records Law. 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. 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.	
5. List and describe all bankruptcy petitions (voluntary or involuntary) and liens which have been filed by or against the interested firm, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such bankruptcy petition and lien.	
6. List all business related claims, arbitrations, administrative hearings, and lawsuits that are pending or were filed during the last three (3) years brought by or against the firm, its predecessor organization(s), or any wholly-owned subsidiary including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, or default, termination, suspension, failure to perform, or improper performance of an obligation of a contract or a legal duty related to a contract. The list should include all case names; case, arbitration, or hearing identification numbers; identification of the project involved in the dispute; a description of the subject matter of the dispute; and the final outcome or current status if the matter has not become final.	
7. List and describe all criminal proceedings or hearings concerning business related offenses in which the interested firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.	
8. 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.	

9. Has your company ever failed to complete any work awarded to you? If so, where and why?	
10. Has your company ever been terminated from a contract? If so, where and why?	
11. Insurance Requirements: Attached is a sample Certificate of Insurance. 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.	

Evaluation Criteria – Legal Requirements	<i>Provide answers below. 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>
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: http://www.broward.org/Purchasing/Documents/caf101.pdf If you do not have computer access to the internet, call the Project Manager for this RLI to arrange for mailing, pick up, or facsimile transmission.	
2. Cone of Silence: This County's ordinance prohibits certain communications among vendors, county staff, and selection 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 included in this solicitation.	
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.	
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.	
5. ☐ If this box is checked, then the provisions of the Broward County Living Wage Ordinance 2008-45, as amended, ("Living Wage Ordinance") will apply to this agreement. in accordance with the living wage ordinance, certain employers who do business with the county shall pay a living wage to its employees who work on service contracts providing covered services identified under the living wage ordinance. (If living wage applies, check this statement and include the living wage attachment to the RLI solicitation)	
6. 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. 3. Does your drug free workplace policy comply with Section 287.087 of the Florida Statutes? 4. If your drug free workplace policy complies with Section 287.087 of the Florida Statutes,	

please complete the attached Drug Free Workplace Policy Certification Form. 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? 6. If so, please complete the attached Drug Free Workplace Policy Certification Form. 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? 8. If so, please complete the attached Drug Free Workplace Policy Certification Form. 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	
7. 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 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. 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.	
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Evaluation Criteria – Tiebreaker Criteria	Provide answers below. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.
LOCATION in BROWARD COUNTY 1. Is your firm located in Broward County? 2. Does your firm have a valid current Broward County Local Business Tax Receipt? 3. 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? 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 (Tiebreaker Criteria Form 1). Failure to provide a valid Broward County Local Business Tax Receipt and a 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.	
DOMESTIC PARTNER BENEFIT 1. Do you have a domestic partnership benefit program? 2. If so, please provide a copy of your domestic partnership benefit program in your proposal and complete the attached Domestic Partnership	

Benefit Certification Form (Tiebreaker Criteria Form 2). 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. 3. Does your domestic partnership benefit 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 1999, Broward County Ordinance # 1999-03, as amended? 4. If so, please complete the attached Domestic Partnership Benefit Certification Form. 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 1999, Broward County Ordinance # 1999-03, as amended, shall prevent your firm from receiving any preference(s) allowed under the Act if applicable to this solicitation.	
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. If applicable complete Tiebreaker Criteria Form 3 (report only amounts awarded as a Prime Vendor)	\$

Vendor's List (Non-Certified Subcontractors and Suppliers Information)

THIS FORM SHOULD BE SUBMITTED WITH THE RLI/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.**

INSURANCE REQUIREMENTS

The following coverage is deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

<u>Scope of Services:</u>		Disaster Recovery Services		
Requestor/Division:	F. Fletcher - ETS	Certificate Holder		
TYPE OF INSURANCE		Broward County Board of County Commissioners Risk Management Division, RM 210 115 South Andrews Avenue, Fort Lauderdale, FL 33301		
GENERAL LIABILITY / Certificate Holder must be additional Insured ☒ Commercial General ☒ Premises-Operations ☐ Explosion & Collapse ☐ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage (Independent Contractors) ☒ Broad Form Property Damage ☐ Garage Keepers		Limits on Liability in Thousands of Dollars		
			Each Occurrence	Aggregate
		Bodily Injury and Property Damage Combined	\$1,000K	\$1,000K
		Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-Owned ☒ Any Auto		Bodily Injury and Property Damage Combined	\$500K (Waived, if delivered by Third Party)	\$500K
EXCESS LIABILITY / Certificate Holder must be additional Insured ☐ Umbrella Form ☐ Other Than Umbrella Form		Bodily Injury and property Damage Combined	\$K	\$K
☐ POLLUTION & ENVIRONMENTAL IMPAIRMENT LIABILITY		Max. \$K Ded.	\$K	
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act		[x] STATUTORY	(each accident)	\$100K
		NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval.		
☒ PROFESSIONAL LIABILITY ~ E&O (Contractor shall maintain E&O in force for 2 years after completion of all work required)		Max Ded. \$50K	\$1,000K	
		VENDOR RESPONSIBLE FOR DEDUCTIBLE		
☐ PROPERTY COVERAGE / BUILDERS RISK Subject to waiver based on type and nature of project. Wind Peril not to exceed 5% of Project		Max Ded. \$K	Agreed value Replacement Cost	
		Max Ded. 10K All Perils Except Wind or Flood		
☐ Installation floater required for projects greater than \$50k.		Agreed value Replacement Cost		
Contractor responsible for all tools, deductibles, materials, equipment, machinery, etc., until completion and acceptance by County.				
CANCELLATION: RECOMMENDED Thirty (30) Day written notice of cancellation required to the Certificate Holder				

June 7, 2011

Date:

Authorized Signature

**Tiebreaker Criteria - Form 1:
(or Local Preference if applicable)
Local Vendor Certification**

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 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 who's 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: _____

Tiebreaker Criteria - Form 2:
Domestic Partnership Benefit Certification

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. _____ THE VENDOR HAS A DOMESTIC PARTNERSHIP PROGRAM AND THE DOMESTIC PARTNERSHIP BENEFITS ARE AS IDENTIFIED IN THE COMPANY POLICY ATTACHED TO THIS CERTIFICATION.

AND/OR

2. _____ THE VENDOR HAS A DOMESTIC PARTNERSHIP PROGRAM THAT IS IN COMPLIANCE WITH THE BROWARD COUNTY DOMESTIC PARTNERSHIP ACT OF 1999, BROWARD COUNTY ORDINANCE # 1999-03, AS AMENDED, AND OUTLINED AS FOLLOWS:

A. VENDOR'S EMPLOYEE BENEFITS PROGRAM INCLUDES THE FOLLOWING MINIMUM STANDARDS:

1. Any vendor's employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any other vendor's employee may elect insurance coverage for his or her spouse or dependents. A vendor's employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, extends to all forms of insurance provided by the vendor to the spouses and dependents of vendor's employees.
2. Any vendor's employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the vendor including, but not limited to sick leave and annual leave to care for his or her domestic partner or the dependent of the domestic partner as applicable.
3. All other benefits available to the spouses and dependents of vendor's employees are made available on the same basis to the domestic partner, or dependent of such domestic partner, of a vendor's employee who is party to a domestic partnership relationship.
4. It is within the vendor's discretion as to what benefits are provided to its employees and whether vendor's employees who are party to a domestic partnership relationship must be registered in accordance with Broward County Ordinance No. 1999-03, as amended, in order to be eligible for access to employee benefits.

B. VENDOR'S DOMESTIC PARTNERSHIP ELIGIBILITY CRITERIA ARE SUBSTANTIALLY EQUIVALENT TO THE FOLLOWING:

1. Each domestic partner is at least 18 years old and competent to contract.
2. Neither domestic partner is married nor a partner to another domestic partnership relationship.
3. The domestic partners are not related by blood.
4. Consent of either domestic partner to the domestic partnership relationship has not been obtained by force, duress, or fraud.
5. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

(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 who's 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: _____

Tiebreaker Criteria - Form 3:
BROWARD COUNTY PROJECTS AWARDED
(Volume of work awarded to the Prime only over the past five years)

<u>Item No.</u>	<u>Project Title</u>	<u>Solicitation Contract Number</u> (RLI, RFP,Bid or Quote)	<u>Broward County Department/Division</u> (Area work performed)	<u>Awarded Amount</u>	<u>Date Awarded</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

Grand Total \$

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 who's 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: _____

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)

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 who's 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: _____

EXHIBIT A

SCHEDULE OF SERVICES

Service	Specification
Hot Site Services	IBM Z Series 1 LPAR / 97 IBM MIPS/ 4,096 MB Memory / 500 GB DASD
	IBM,7028-6C4 Processor Type: PowerPC_POWER4 Number Of Processors: 2 Processor Clock Speed: 1201 MHz CPU Type: 64-bit Kernel Type: 32-bit LPAR Info: 1 mrcybp01 Memory Size: 3072 MB
	(1) RS6000 P680 w/ (4) 750mhz CPU / 18gb Memory / 72 gb Internal Disk
	(1) Sun Microsystems Sun Fire V440 Memory size: 16GB , 4 (72) GB internal disk drives.
	(1) Sun Microsystems Sun Fire V880 Memory size: 16GB 4 (72) GB internal disk drives.
	(1) IBM 3584 Tape Library to support LTO 4 tape media 50 slots
	(7) Intel servers Dell PowerEdge R710 w/ Chassis for 6 3.5inch Hard Drives /X5570 Xeon Processor 2.93GHz, 8M cache 8GB Memory RAID 1 / 5 RAID1=300gb RAID5=1TB 6 300Gb drives

EXHIBIT A
(continued)

SCHEDULE OF SERVICES

Service	Specification
Cold Site Services	Cold Site space to accommodate 2000 sq feet or raised floor and 1000 sq of non-raised floor in a Tier 3 datacenter
Mobile Recovery Services	Mobile computing space to accommodate 100 workstations with voice, Internet and data services
Managed Services at Hot / Cold Site	On site staff that can support Mainframe, UNIX, Windows and Networking
Remote Storage	Ability to support 20 tb of data
Internet Connection	Minimum of 45mb connectivity to the Internet with capabilities to support site to site VPN connections

EXHIBIT B

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI No. # _____

Project Title: Business Continuity and IT Disaster Recovery/ Business Continuity / IT Security Services

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or suppliers name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF CONTRACTOR.

Dated _____, 20__

Contractor: _____

By _____
(Authorized Signature)

By _____
(Name and Title)

(Continued – Exhibit B)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI No. # _____

Project Title: Business Continuity and IT Disaster Recovery/ Business Continuity / IT Security Services

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

AGREEMENT

Between

BROWARD COUNTY

and

_____[CONTRACTOR'S NAME]_____

for

Business Continuity and IT Disaster Recovery/ Business Continuity/IT Security Services
Agreement

RLI #R0777102R2

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

_____ [CONTRACTOR'S NAME] _____ an organized and active
_____ corporation in the State of _____ and registered to do business in
the State of Florida, hereinafter referred to as "CONTRACTOR."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CONTRACTOR collectively referred to as the "parties" or the 'Parties" agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - Chief Information Officer ("CIO") of the Broward County Enterprise Technology Services Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the services and the terms and conditions of this Agreement as set forth herein, including its attached exhibits and any attachments thereto. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the provisions on Exhibit A, including any attachment(s) thereto or any provisions in any authorizing Purchasing document(s), if any.
- 1.4 **County Administrator** - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **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.
- 1.6 **County Business Enterprise or "CBE"** - is a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Small Business Development Division.
- 1.7 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2 SCHEDULE OF SERVICES

- 2.1 CONTRACTOR shall perform all work identified in this Agreement including its attached Exhibit "A," Schedule of Services. The parties agree that the Schedule of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The COUNTY's Contract Administrator, in his/her sole discretion, may issue a written Notice to Proceed for services stated on Exhibit A.
- 2.2 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify Exhibit A or the services to be provided under this Agreement except as

expressly authorized by the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code), as may be amended from time to time.

- 2.3 CONTRACTOR shall pay its subcontractors and suppliers, including its CBE subcontractors and suppliers (if any), within thirty (30) calendar days following receipt of payment from COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) calendar days following receipt of payment of retained amounts from COUNTY.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall commence on _____, 20____, and shall be for a period of [NOTE: up to and no more than five (5) years] unless otherwise terminated as provided herein, including in Article 7. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time. The COUNTY represents that its fiscal year commences on October 1 of each year and ends on September 30 of the following year.
- 3.2 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the dates stated in the Exhibit A or any authorizing Purchasing document(s) from the COUNTY, as applicable. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.2, a maximum not-to-exceed amount of _____ Dollars (\$ _____) for Business Continuity and IT Disaster Recovery/ Business Continuity/IT Security Services, and such amount shall be accepted by CONTRACTOR as full compensation for all services or work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can

be reasonably inferred from the Exhibit A or the authorizing Purchasing document, if any. The parties agree that in those cases where there are price range(s) stated for particular services on Exhibit "A," the COUNTY's Contract Administrator may approve in advance in writing the agreed upon price with CONTRACTOR.

4.2 REIMBURSABLE EXPENSES

The parties agree that no reimbursable expenses are payable by the COUNTY to the CONTRACTOR unless such expenses are pre-approved in writing by Contract Administrator pursuant to Section 4.5. The parties also agree that reimbursable expenses paid under this Agreement shall not exceed the maximum-not-to-exceed amount of _____ Dollars (\$_____) and is a part of the maximum not-to-exceed amount of \$_____ as stated in Section 4.1 above.

To the extent CONTRACTOR is entitled to reimbursement for travel expenses pursuant to Section 4.2 herein and this Agreement, such travel expenses shall be pursuant to this Agreement, and CONTRACTOR shall first obtain the prior written approval of the Contract Administrator or designee by electronic mail or otherwise. Such approval is subject to the sole discretion of the Contract Administrator.

Reimbursables directly attributable to the services provided will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the services, subject to the limitations of Section 112.061, Florida Statutes, as amended from time to time. Transportation expenses to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside the Miami-Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.
- b) Identifiable per diem, meals and lodging, taxi fares, and miscellaneous travel-connected expenses for CONTRACTOR's personnel subject to the limitations of Section 112.061 Florida Statutes, as amended from time to time. Meals for class C travel inside Broward COUNTY will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONTRACTOR's employees from one of CONTRACTOR's offices to another office if the CONTRACTOR's employee is relocated for more than ten (10) consecutive working

days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, Ramada Inn, or Hampton Inn.

- c) A detailed statement of expenses must accompany any request for reimbursement. Expenses other than automobile travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONTRACTOR 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) calendar days of the end of the month except the final invoice which must be received no later than sixty (60) calendar days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. CONTRACTOR shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

44 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 the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

4.5 Payment shall be made to CONTRACTOR at:

<Insert Contractor's Name>

Attn: <Insert Title of Person>

<Insert Address> _____

If CONTRACTOR is required by COUNTY, through its Contract Administrator, to provide its federal identification number to COUNTY or to provide it on a specific form, the CONTRACTOR shall do so within ____ (____) calendar days after any such request from Contract Administrator.

ARTICLE 5 INDEMNIFICATION

CONTRACTOR 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 intentional or negligent act of, or omission of, CONTRACTOR, 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, CONTRACTOR 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 provisions and 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 CONTRACTOR 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, and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6 INSURANCE

- 6.1 To ensure the indemnification obligation contained above in Article 5, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement 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 Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect COUNTY

and the Broward County Board of County Commissioners by naming "Broward County" and the "Broward County Board of County Commissioners" as additional insureds under the Commercial Liability Policy 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.

- 6.3 Professional Liability Insurance. A Professional Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) for each claim. Any deductible amount shall not exceed One Hundred Thousand Dollars (\$100,000) for each occurrence. **CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**

- 6.4 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification 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.

- 6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) 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.

- 6.6 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.7 CONTRACTOR shall furnish to COUNTY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit C. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by COUNTY's Risk Management Division. CONTRACTOR's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) calendar days' notice of expiration, cancellation and/or restriction. 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) calendar days prior to the date of their expiration.
- 6.9 COUNTY reserves the right, through its Risk Management Division, 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. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names COUNTY in the name of "Broward County" and the "Broward County Board of County Commissioners" as additional insured(s).

ARTICLE 7
TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the COUNTY, through its Board or County Administrator, which shall be effective on the termination date stated in written notice provided by COUNTY through its Contract Administrator; however, such termination date shall not be less than thirty (30) calendar days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause by COUNTY for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement 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 verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by COUNTY, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due CONTRACTOR shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8
EEO and CBE COMPLIANCE

8.1 EEO COMPLIANCE

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of 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. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as amended). 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 CONTRACTOR all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

8.2 CBE COMPLIANCE

In addition to Section 1.6, the CBE Program, which is implemented under COUNTY's Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40, as may be amended from time to time), referred to as the "CBE," provides for the establishment and implementation of CBE participation, goals, initiatives, and other opportunities for COUNTY contracts. Although no CBE goal

has been set for this Agreement, COUNTY encourages CONTRACTOR to give full consideration to the use of CBE firms certified by the COUNTY's Office of Economic and Small Business Development Division to perform work under this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CONTRACTOR grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) calendar days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Agreement. CONTRACTOR 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 Agreement. All books, records, and accounts of CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR 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 for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, 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 CONTRACTOR's and its subcontractors' records, CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.2.

9.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as amended, 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, as amended from, 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 by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR 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 amended, 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 CONTRACTOR has been placed on the convicted vendor list.

9.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created

hereby. COUNTY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by 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 right or claim against either of them based upon this Agreement.

9.6 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:

FOR COUNTY:

CIO
Attn: _____, CIO
Broward County Enterprise Technology Services
1 North University Drive, Suite 4003A
Plantation, FL 33324-2019

FOR CONTRACTOR:

<<Insert Title of Person>>

Attn: <Insert Name and title>

<Insert Address>

The CONTRACTOR and the COUNTY, through its Contract Administrator, may change the names, titles, and addresses in Section 9.6 using the notices procedures provided herein.

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In

addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except as otherwise provided herein, including the attached Exhibit "A." COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without COUNTY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'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.

9.8 CONFLICTS

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

CONTRACTOR further 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, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

9.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-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.

9.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations (as amended from time to time) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 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 CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made in writing within seven (7) calendar days after the finding by the court becomes final using the notices procedures in the "NOTICES" section in Article 9 herein. Any such election by COUNTY may be done by the Board, the County Administrator, or the Purchasing Director.

9.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.13 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 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.14 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. In the event that it is determined that jurisdiction exists only in the federal courts, such action(s) shall be filed solely in the federal court(s) in the United States District Court of the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 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. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 HIPAA COMPLIANCE

[INSTRUCTION NOTES: Section 9.17 and the BAA Addendum are subject to changes if required by changes in federal laws as may be amended from time to time.]

It is expressly understood by the Parties that COUNTY personnel and/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 CONTRACTOR is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CONTRACTOR shall fully protect individually identifiable health information as required by HIPAA, *as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act* ***[NOTE: The italics words at the end are to be included if there will be access to Broward Addiction Recovery records.]*** Where required, CONTRACTOR 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 CONTRACTOR'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. *The Parties agree that Attachment "1" of Exhibit "A" contains additional terms and conditions governing the parties' responsibility and obligations.* ***[NOTE: The italics words at the end are to be included if BAA required for any portion of the services.]***

9.18 PAYABLE INTEREST

- 9.18.1. 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 CONTRACTOR 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.
- 9.18.2. Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 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).

9.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," and "C," are incorporated into and made a part of this Agreement.

9.20 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 legal authority.

9.21 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.

9.22 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)(2) of the Broward County Procurement Code. Execution of this Agreement by CONTRACTOR shall serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code as may be amended from time to time.

9.23 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, 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, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.24 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

9.24.1 PUBLIC RECORDS:

Public records are subject to applicable Florida and federal laws, as amended from time to time. The Parties agree that this Agreement, including all its exhibits and any attachments, is a public records document subject to Florida Statutes, including Chapter 119, as amended from time to time. Any amendments to the Agreement or any purchase order or any authorizing purchasing document relating to this Agreement, including Exhibit A, shall also be deemed to be a public records document subject to applicable Florida's laws as may be amended from time to time.

9.24.2 CONFIDENTIAL INFORMATION:

9.24.2.1 Both Parties agree that the provisions in the "Confidential Information" section herein are subject to court orders, administrative orders, applicable Florida and federal laws, as amended from time to time. In addition to any protections afforded to CONTRACTOR by the federal copyright and patent laws, CONTRACTOR also represents to COUNTY for its reliance thereupon that its software and confidential proprietary software material documentation are also trade secrets under Florida laws, including Section 812.081, Florida Statutes (as amended). CONTRACTOR shall be solely responsible for ensuring that all copies of its confidential proprietary and trade secret materials are properly marked with appropriate written and/or electronic notice(s) identifying same as confidential, proprietary and/or trade secret as appropriate prior to providing any of them to the COUNTY.

9.24.2.2 Subject to applicable Florida and federal laws as amended from time to time, all parties recognize that, during the performance of Services under this Agreement, a party may be involved in analyzing automated systems, computer software applications and programs. During the performance of such work and Services, a party may be required to review and/or use software programs and applications licensed to or by the other party or by third parties and which may be subject to confidentiality agreements and disclosure restrictions. Also, a party may have access to the other party's or third parties' data, information, memoranda, documents, trade secrets, and ideas which also may be subject to confidentiality agreements and disclosure restrictions, including requirements imposed by law.

9.24.2.3 Subject to applicable Florida and federal laws as amended from time to time, all parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. "Confidential Information" must be expressly identified in writing by the party claiming such confidentiality and such party must provide the other party with a written statement of the nature of such claim. Confidential Information does not include the following:

- (a) information already known or independently developed by CONTRACTOR or COUNTY;
- (b) information in the public domain through no wrongful act of CONTRACTOR or COUNTY;
- (c) information received by CONTRACTOR or COUNTY from a third party who was free to disclose it, or
- (d) information required to be disclosed by law or an order of court.

9.24.2.4 Confidential Information is subject to applicable Florida and federal law, as amended from time to time. With respect to Confidential Information, both Parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement relating to RLI #R0777102R2 for Business Continuity and IT Disaster Recovery/ Business Continuity/IT Security Services: 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 CONTRACTOR, _____, signing by and through the person with the authorized signature, who represents that he/she is 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__

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Authorized Signature (Date)

By _____
Andrea S. Froome (Date)
Senior Assistant County Attorney

RLI DRServices-contractform-[05-18-11]

AGREEMENT BETWEEN BROWARD COUNTY AND _____, FOR
BUSINESS CONTINUITY AND IT DISASTER RECOVERY SERVICE ON RLI
#R0777102R2

CONTRACTOR

WITNESSES:

Signature

Print Name above

Signature

Print Name above

By _____
Authorized Signature

Print Name and Title above

____ day of _____, 20____

ATTEST:

Corporate secretary or authorized
person

(SEAL)

EXHIBIT A
SCHEDULE OF SERVICES

[NOTE: The services relating to the RLI will be inserted here.]

ATTACHMENT "1" OF EXHIBIT A

**BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
[INSERT CONTRACTOR NAME HERE]
FOR
[INSERT AGREEMENT DESCRIPTION]**

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and [INSERT CONTRACTOR NAME HERE] (hereinafter called "Business Associate"), [INSERT CONTRACTOR ADDRESS HERE], for [INSERT AGREEMENT DESCRIPTION HERE]:

[Date of original contract and date of the most recent amendment, if applicable], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities/programs related to the provision of health care; and

WHEREAS, the operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996, as amended from time to time (HIPAA); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information ("PHI") as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge their respective responsibilities; and

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: General Terms and Definitions.

- 1.1 All terms used in this Business Associate Addendum not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162 and 164 (hereinafter called, "HIPAA"), as may be amended from time to time.
- 1.2 In the event of an inconsistency between the provisions of this Business Associate Addendum and the mandatory terms of the HIPAA rules and regulations, as may be expressly amended from time to time by the U.S. Department of Health and Human Services (HHS) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties hereto, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.
- 1.3 When provisions of this Business Associate Addendum are more stringent than those mandated by HIPAA, but are nonetheless permitted by the rules, the provisions of this Business Associate Addendum shall control.
- 1.4 Risk assessment as used in Section 2.2 below is defined as the act of assessing whether each implementation specification identified in 45 CFR § 164.306 is a reasonable and appropriate safeguard, documenting reasons why they are deemed appropriate or not, and if not deemed appropriate, identifying other reasonable safeguards that shall be used.
- 1.5 Penalties as used in Section 2.4 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary to the U.S. Department of Health and Human Services. In determining penalties, the Secretary will take into account the nature and extent of the violation and the nature and extent of harm resulting from such violation. The amount of the penalties range depending upon the type of violation.

Section 2: Obligations and Activities of the Business Associate.

- 2.1 The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Business Associate Addendum or as required by law.
- 2.2 The Business Associate agrees to utilize a risk assessment to develop appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the PHI other than as permitted or required by this Business Associate Addendum or as required by law, prior to providing any services under this Business Associate Addendum.

- 2.3 The Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Addendum.
- 2.4 The Business Associate agrees to notify the County's HIPAA Privacy Official at (954) 357-6157 of any impermissible use or disclosure of any unsecured PHI within twenty-four (24) hours of it becoming aware of such access, acquisition, use or disclosure so the County can investigate the circumstances to determine if a breach occurred. In some cases, if a breach can be corrected and the harmful effects mitigated within thirty (30) days of the knowledge of a breach, penalties identified by the Secretary of the U.S. Department of Health and Human Services may not be imposed. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- 2.5 The Business Associate further agrees to provide the County's HIPAA Privacy and/or Security Official, HIPAA Liaisons, and Contract Grants Administrators with such information set forth below which is required for the County to investigate the incident and determine if it constitutes a breach requiring the County to provide notification to each affected individual whose unsecured PHI was or is reasonably believed to have been accessed, acquired, used or disclosed in a manner impermissible under HIPAA or this Business Associate Addendum, and to the Secretary of the U.S. Department of Health and Human Services.
- 2.5.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;
- 2.5.2 A description of the type(s) of unsecured PHI that were involved;
- 2.5.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;
- 2.5.4 A brief description of what the Business Associate is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and
- 2.5.5 Contact procedures for individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, Web site, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals.
- 2.6 The Business Associate agrees to require that any agent, including a subcontractor, to whom it provides PHI received from the County or created or

received on behalf of the County by the Business Associate, agree to, at a minimum, the same restrictions and conditions that apply to the Business Associate pursuant to this Business Associate Addendum.

- 2.7 The Business Associate agrees to provide access to the County to all PHI in Designated Record Sets within fifteen (15) days of the County's request in order for the County to meet the requirements under 45 CFR § 164.524.
- 2.8 The Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in a timely manner.
- 2.9 The Business Associate agrees to make its internal practices and books, including all policies and procedures required by HIPAA, available to the County Contract Grants Administrator within five (5) business days of contract.
- 2.10 The Business Associate agrees to make its internal practices, books, and records, including all policies and procedures required by HIPAA and PHI, relating to the use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of the U.S. Department of Health and Human Services or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA.
- 2.11 The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, the Business Associate agrees to provide to the County an accounting of all disclosure of PHI during the term of this Business Associate Addendum within fifteen (15) days of termination of this Business Associate Addendum, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA.
- 2.12 The Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate HIPAA if done by the County.

- 3.2 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Business Associate Addendum, the Business Associate may use PHI to provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.4 The Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.512.

Section 4: Obligations of the County.

- 4.1 The County shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 The County shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use of PHI.
- 4.3 The County shall notify the Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect the Business Associate's use of PHI.
- 4.4 The County shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rules if done by the County.
- 4.5 The County, following notification from the Business Associate of a potential breach as provided for in Section 2 above, shall notify individuals whose security or privacy has been, or is reasonably believed to have been compromised by an impermissible use or disclosure of their PHI that was received, created, or maintained by the Business Associate without unreasonable delay and in no case later than sixty (60) calendar days after the date that the impermissible use or disclosure was discovered or should have been discovered. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- 4.6 The County may post on its website, information on an incident where the Business Associate experienced, or is reasonably believed to have experienced an impermissible use or disclosure of unsecured PHI that compromised the

security or privacy of more than ten (10) individuals, when no other current information is available to inform such individuals.

- 4.7 The County shall provide notice to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals during the incident.
- 4.8 The County shall report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of the U.S. Department of Health and Human Services.

Section 5: Term and Termination.

- 5.1 The term of this Business Associate Addendum shall be effective upon execution by all parties, and shall terminate as follows: (i) when all of the PHI provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to contractors designated by the County, (ii) upon written notification by the County's Contract Administrator to the Business Associate as provided for in Section 5.2 (a) and (b), or upon written notification by the Business Associate to the County's Contract Administrator as provided for in Section 5.3 (a) and (b).
- 5.2 Upon the County's knowledge of a material breach of this Business Associate Addendum by the Business Associate, the County shall either:
 - a. Provide an opportunity for the Business Associate to cure the breach or terminate this Business Associate Addendum and the Existing Agreement if the Business Associate does not cure the breach within the time specified by the County;
 - b. Immediately terminate this Business Associate Addendum and the Existing Agreement if the Business Associate has breached a material term of this Business Associate Addendum and a cure is not possible; or
 - c. If neither termination nor cure are feasible, the County's HIPAA Privacy Official shall report the violation to the Secretary of the U.S. Department of Health and Human Services.
- 5.3 Upon the Business Associate's knowledge of a material breach of this Business Associate Addendum by the County, the Business Associate shall either:
 - a. Provide an opportunity for the County to cure the breach or terminate this Business Associate Addendum and the Existing Agreement if the County does not cure the breach within the time specified by the Business Associate;

- b. Immediately terminate this Business Associate Addendum and the Existing Agreement if the County has breached a material term of this Business Associate Addendum and a cure is not possible; or
- c. If neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Business Associate Addendum from time to time as is necessary for the County to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, as may be amended from time to time.

[NOTE: *If Contractor will have access to Broward Addiction Recovery Records, then, in lieu of the above the following provisions will be used for the BAA Addendum relating to the amendment by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").*]

This BUSINESS ASSOCIATE ADDENDUM ("BAA") amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and [INSERT CONTRACTOR NAME HERE] (hereinafter called "Business Associate"), [INSERT CONTRACTOR ADDRESS HERE], for [INSERT AGREEMENT DESCRIPTION HERE]:

[Date of original contract and date of the most recent amendment, if applicable], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this BAA is made and entered into by and between the County and the Business Associate.

WHEREAS, the operation of certain activities/programs is subject to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), as having been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information ("PHI") as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the requirements of 42 CFR Part 2 mandate that certain responsibilities of contractors with access to Patient Identifying Information and Records ("Patient Identifying Information") as defined under 42 CFR Part 2 must be documented through a written agreement; and

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA, the HITECH Act and 42 CFR Part 2 and acknowledge their respective responsibilities; and

NOW, THEREFORE, the parties enter into this BAA for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this BAA a binding legal instrument.

Section 1: General Terms and Definitions.

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162, and 164 (hereinafter called, "HIPAA"), the HITECH Act, the Privacy Rule, the Security Rule and 42 CFR Part 2, or any other regulations governing Patient Identifying Information or PHI, whether current or amended.

1.2 In the event of an inconsistency between the provisions of this BAA and the mandatory terms of 42 CFR Part 2, the HIPAA rules and regulations and the HITECH Act, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties hereto, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these Agencies/Entities, the conflict shall be resolved in accordance with the rules of precedence. However, any conflict between the provisions in this BAA or any other law shall be resolved in favor of the protection of the confidentiality of alcohol and drug abuse patient records.

1.3 When provisions of this BAA are more stringent than those mandated by 42 CFR Part 2, HIPAA or the HITECH Act, but are nonetheless permitted by the rules, the provisions of this BAA shall control.

1.4 Risk assessment as used in Section 2.3 below is defined as the act of assessing whether each implementation specification identified in 45 CFR § 164.306 is a reasonable and appropriate safeguard, documenting reasons why they are deemed appropriate or not, and if not deemed appropriate, identifying other reasonable safeguards that shall be used.

1.5 Penalties as used in Section 2.5 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary to the HHS for violations of HIPAA and the HITECH Act. In determining penalties, the Secretary will take into account the nature and extent of the violation and the nature and

extent of harm resulting from such violation. The amount of the penalties range depending upon the type of violation.

Section 2: Obligations and Activities of the Business Associate.

2.1 The Business Associate agrees that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the County identifying or otherwise relating to the patients, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, the Security Rule, the Privacy Rule and all other current or future laws, rules or regulations governing the use or disclosure of Patient Identifying Information or PHI and may not use or disclose the information other than as permitted by this BAA or as required by law.

2.2 The Business Associate agrees to resist any efforts in judicial proceedings to obtain access to the Patient Identifying Information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.

2.3 The Business Associate agrees to utilize a risk assessment to develop appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the PHI or Patient Identifying Information other than as permitted or required by this BAA or as required by law, prior to providing any services under this BAA.

2.4 The Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Patient Identifying Information by the Business Associate in violation of the requirements of this BAA.

2.5 The Business Associate agrees to notify the County's HIPAA Privacy Official at (954) 357-6157 of any impermissible use or disclosure of any unsecured PHI or Patient Identifying Information within twenty-four (24) hours of it becoming aware of such access, acquisition, use, or disclosure so the County can investigate the circumstances to determine if a breach occurred. In some cases, if a breach can be corrected and the harmful effects mitigated within thirty (30) days of the knowledge of a breach, penalties identified by the Secretary of the HHS may not be imposed. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of the HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals.

2.6 The Business Associate further agrees to provide the County's HIPAA Privacy and/or Security Official, HIPAA Liaisons, and Contract Grants Administrators with such information set forth below which is required for the County to investigate the incident and determine if it constitutes a breach requiring the County to provide notification to each affected individual whose unsecured PHI or Patient Identifying Information was or

is reasonably believed to have been accessed, acquired, used, or disclosed in a manner impermissible under HIPAA or this BAA, and to the Secretary of the HHS.

2.6.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;

2.6.2 A description of the type(s) of unsecured PHI and Patient Identifying Information that were involved;

2.6.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;

2.6.4 A brief description of what the Business Associate is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and

2.6.5 Contact procedures for individuals to ask questions or learn additional information, which may include, in the discretion of the County, a toll-free telephone number, e-mail address, Web site, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals.

2.7 The Business Associate agrees to require that any agent, including a subcontractor, to whom it provides PHI received from the County or created or received on behalf of the County by the Business Associate, agree to, at a minimum and in writing, the same restrictions and conditions that apply to the Business Associate pursuant to this BAA.

2.8 The Business Associate agrees to provide access to the County to all PHI maintained in a Designated Record Set within fifteen (15) days of the County's request in order for the County to meet the requirements under 45 CFR § 164.524.

2.9 The Business Associate agrees to make any amendments to PHI maintained in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in a timely manner.

2.10 The Business Associate agrees to make its internal practices and books, including all policies and procedures required by HIPAA and 42 CFR Part 2, available to the County Contract Grants Administrator within five (5) business days of contract.

2.11 The Business Associate agrees to make its internal practices, books, and records, including all policies and procedures required by HIPAA and PHI, relating to the use and disclosure of PHI received from the County or created or received on behalf of the County available to the County or to the Secretary of the HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's and County's compliance with HIPAA.

2.12 The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, the Business Associate agrees to provide to the County an accounting of all disclosure of PHI during the term of this BAA within fifteen (15) days of termination of this BAA, or sooner if reasonably requested by the County for purposes of any monitoring/auditing of the County for compliance with HIPAA.

2.13 The Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

2.14 If Business Associate discovers a pattern of activity or practice by County constituting a material breach or violation of the County's obligations under the Agreement, this BAA, HIPAA, the Privacy Rule, the Security Rule, or HITECH Act, then Business Associate shall immediately provide written notice of such alleged conduct to the County.

2.15 Business Associate will comply with each applicable requirement under the HHS Transaction Standards Regulation when conducting all or any part of an electronic transaction for, or on behalf of, or with County. Business Associate will require any of its subcontractors or agents to comply with each applicable requirement under the HHS Transactions Standard Regulation when the subcontractor or agent conducts all or any part of an electronic transaction for, or on behalf of, or with County.

2.16 Business Associate represents and warrants that it will not, absent an individual's authorization or as permitted by law, accept remuneration in exchange for PHI.

2.17 Business Associate acknowledges and agrees that individuals have a right to obtain a copy of their PHI in electronic format if the County uses an Electronic Health Record ("EHR"). Business Associate shall assist County, in any manner deemed necessary by County, to comply with existing laws, provided that Business Associate accesses, uses, or maintains such EHR.

2.18 Business Associate acknowledges and agrees that use or disclosure of PHI for marketing and fundraising purposes is limited by law. Business Associate represents and warrants that Business Associate shall comply with all laws, rules, and regulations, whether current or amended, pertaining to use or disclosure of Patient Identifying Information or PHI for purposes of marketing or fundraising.

Section 3: Permitted Uses and Disclosures.

3.1 Except as otherwise limited in this BAA, the Business Associate may use or disclose Patient Identifying Information or PHI to perform functions, activities, or

services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate HIPAA, the Privacy Rule, 42 CFR Part 2, and other applicable rules if done by the County.

3.2 Except as otherwise limited in this BAA, the Business Associate may use Patient Identifying Information or PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this BAA, the Business Associate may use PHI to provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3.4 The Business Associate may use Patient Identifying Information or PHI to report violations of law to appropriate federal and state authorities, consistent with 42 CFR Part 2 and 45 CFR § 164.512.

Section 4: Obligations of the County.

4.1 As set forth in this BAA, County hereby delegates to Business Associate the County's responsibility to provide access, amendment, and accounting rights to Individuals with respect to PHI in the Business Associate's possession. It is understood that Business Associate will interact with the individual directly, up to and including resolution of any appeals or reporting of complaints under HIPAA or applicable federal or state law. If individual complaints are filed, then Business Associate shall immediately advise County's Contract Administrator.

4.2 The County shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

4.3 The County shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use of PHI.

4.4 The County shall notify the Business Associate of any restriction to the use or disclosure of PHI to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect the Business Associate's use of PHI.

4.5 The County shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rules if done by the County.

4.6 The County, following notification from the Business Associate of a potential breach as provided for in Section 2 above, shall notify individuals whose security or privacy has been, or is reasonably believed to have been compromised by an impermissible use or disclosure of their PHI or Patient Identifying Information that was

received, created, or maintained by the Business Associate without unreasonable delay and in no case later than sixty (60) calendar days after the date that the impermissible use or disclosure was discovered or should have been discovered. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

4.7 The County may post on its web-site, information on an incident where the Business Associate experienced, or is reasonably believed to have experienced an impermissible use or disclosure of unsecured PHI or Patient Identifying Information that compromised the security or privacy of more than ten (10) individuals, when no other current information is available to inform such individuals.

4.8 The County shall provide notice to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals during the incident.

4.9 The County shall report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of the HHS.

Section 5: Term and Termination.

5.1 The term of this BAA shall be effective on June 1, 2011, and shall terminate as follows: (i) when all of the PHI and Patient Identifying Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to contractors designated by the County, (ii) upon written notification by the County to the Business Associate as provided for in Section 5.2 (a) and (b), or upon written notification by the Business Associate to the County's Contract Administrator as provided in Section 5.3(a) and (b).

5.2 Upon the County's knowledge of a material breach, the County's Contract Administrator shall either:

- a. Provide an opportunity for the Business Associate to cure the breach or terminate this BAA and the Existing Agreement if the Business Associate does not cure the breach within the time specified by the County;
- b. Immediately terminate this BAA and the Existing Agreement if the Business Associate has breached a material term of this BAA and a cure is not possible; or
- c. If neither termination nor cure is feasible, the County's HIPPA Privacy Official shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

5.3 Upon the Business Associate's knowledge of a material breach of this BAA by the County, the Business Associate shall either:

Provide an opportunity for the County to cure the breach or terminate this BAA and the Existing Agreement if the County does not cure the breach within the time specified by the Business Associate;

Immediately terminate this BAA and the Existing Agreement if the County has breached a material term of this BAA and a cure is not possible; or

If neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary of the HHS.

5.4 The respective rights and obligations of Business Associate under this BAA shall survive the termination of this BAA, regardless of cause.

5.5 Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than County, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.6 Any ambiguity in this BAA shall be resolved to permit County and Business Associate to comply with HIPAA, the HITECH Act, 42 CFR Part 2, and any other applicable laws, rules, and regulations governing Patient Identifying Information or PHI.

5.7 Except to the extent that federal law shall govern the validity and construction of this BAA, each of its provisions shall be subject to and governed by the laws of the State of Florida without giving effect to laws concerning choice of law or conflicts of law.

Section 6: Miscellaneous.

6.1 Regulatory References. A reference in this BAA to any section under HIPAA, the HITECH Act, 42 CFR Part 2, and the Privacy Rule, Security Rule, or Breach Notification Rule means such section currently in effect or as amended.

6.2 Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the County to comply with the requirements of the HIPPA, Public Law No. 104-191, The HITECH, as may be amended from time to time and 42 CFR Part 2.

[The remainder of this page is intentionally left blank.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND _____ for _____

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and _____ for _____, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and _____, duly authorized to execute same on behalf of _____.

COUNTY

BROWARD COUNTY

WITNESSES:

By: _____
County Administrator

Signature

Signature

____ day of _____, 20__.

Approved as to form by
Office of County Attorney

By: _____
(Date)
Senior Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

[INSERT NAME OF CONTRACTOR]

By: _____
[TYPE NAME AND TITLE]

Signature

Signature

Dated ____ day of _____, 20__.

EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI No. # _____

Project Title: Business Continuity and IT
Disaster Recovery/ Business Continuity / IT
Security Services

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
Supplier's name
and address

Date of disputed
invoice

Amount in
dispute

3. THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF CONTRACTOR.

Dated _____, 20__

Contractor: _____

By _____
(Authorized Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI No. # _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed, or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT C
CERTIFICATE OF INSURANCE

[NOTE: The required Certificate of Insurance will be attached here.]

INSURANCE REQUIREMENTS

The following coverage is deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

<u>Scope of Services:</u>		Disaster Recovery Services		
Requestor/Division:	F. Fletcher - ETS	Certificate Holder		
TYPE OF INSURANCE		Broward County Board of County Commissioners Risk Management Division, RM 210 115 South Andrews Avenue, Fort Lauderdale, FL 33301		
GENERAL LIABILITY / Certificate Holder must be additional Insured ☒ Commercial General ☒ Premises-Operations ☐ Explosion & Collapse ☐ Underground Hazard ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage (Independent Contractors) ☒ Broad Form Property Damage ☐ Garage Keepers		Limits on Liability in Thousands of Dollars		
			Each Occurrence	Aggregate
		Bodily Injury and Property Damage Combined	\$1,000K	\$1,000K
		Personal Injury		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-Owned ☒ Any Auto		Bodily Injury and Property Damage Combined	\$500K (Waived, if delivered by Third Party)	\$500K
EXCESS LIABILITY / Certificate Holder must be additional Insured ☐ Umbrella Form ☐ Other Than Umbrella Form		Bodily Injury and property Damage Combined	\$K	\$K
☐ POLLUTION & ENVIRONMENTAL IMPAIRMENT LIABILITY		Max. \$K Ded.	\$K	
☒ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *) If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act		[x] STATUTORY	(each accident)	\$100K
		NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval.		
☒ PROFESSIONAL LIABILITY ~ E&O (Contractor shall maintain E&O in force for 2 years after completion of all work required)		Max Ded. \$50K	\$1,000K	
		VENDOR RESPONSIBLE FOR DEDUCTIBLE		
☐ PROPERTY COVERAGE / BUILDERS RISK Subject to waiver based on type and nature of project. Wind Peril not to exceed 5% of Project		Max Ded. \$K	Agreed value Replacement Cost	
		Max Ded. 10K All Perils Except Wind or Flood		
☐ Installation floater required for projects greater than \$50k.		Agreed value Replacement Cost		
Contractor responsible for all tools, deductibles, materials, equipment, machinery, etc., until completion and acceptance by County.				
CANCELLATION: RECOMMENDED Thirty (30) Day written notice of cancellation required to the Certificate Holder				

Date:

Authorized Signature