



EQUAL BENEFITS FOR DOMESTIC PARTNERS

Requirements of Sections 3.4.4 and 3.5.7 of Purchasing Bureau Standard Operating Procedures:

Contractors Shall Offer Equal Benefits for Domestic Partners:

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
 2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
 3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
 4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
 5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
 6. "Dependent" means a person who lives within the household of a domestic partnership and is:
 - a. A biological child or adopted child of a Domestic Partner; or
 - b. A dependent as defined under IRS regulations; or
 - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:
1. The Contractor does not provide benefits to employees' spouses; or
 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
 4. The Contractor is a governmental agency; or
 5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
 6. The Contract is for the lease of real property; or
 7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
 8. The provisions of this section would violate or be inconsistent with grant requirements; or
 9. The Contract is necessary to respond to an emergency; or
 10. The Sheriff waives the requirements of this section in the best interests of the agency.
- E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:
1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
 2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
 3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
 4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.
- F. Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.