

**Bid Tabulation Packet  
for  
Solicitation GEN212346B1**

**Designated Aviation Channeling Services**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

**Bid #GEN212346B1 - Designated Aviation Channeling Services**Creation Date **Jul 2, 2021**End Date **Sep 8, 2021 2:00:00 PM EDT**Start Date **Aug 11, 2021 4:26:42 PM EDT**Awarded Date **Not Yet Awarded**

GEN212346B1--01-01 Records Monthly Maintenance Fee					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	12 / month	\$0.00	Y	Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

GEN212346B1--01-02 Initial Submission Fingerprint CHRC and Security Threat Assessment (STA)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$11.45	10000 / each	\$114,500.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes:			

GEN212346B1--01-03 Incumbent employee CHRC and STA data					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	20000 / each	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

GEN212346B1--01-04 Rap Back Enrollment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.20	10000 / each	\$2,000.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes:			

GEN212346B1--01-05 Incumbent employee Rap Back data					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	20000 / each	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

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GEN212346B1--01-06 DAC Integration with Third Party Alert Ent Guardian Credentialing Mgmt Provider					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	1 / each	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

GEN212346B1--01-07 Rap Back INTEG w/Third Party Alert ENT Guard. Credentialing MGMT Provider					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	1 / each	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

GEN212346B1--01-08 Fingerprint Readers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$1.00	15 / each	\$15.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes:			

GEN212346B1--01-09 Hours of Consulting Aviation Security Policy, Operations, and Regulatory Support					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	52 / hour	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			


GEN212346B1--01-10 Hours of Consulting (IT Security, Network, Technical Support)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	52 / hour	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

GEN212346B1--01-11 Hours of Consulting (Engineering, Integration)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	52 / hour	\$0.00		Y
Product Code: GEN212346B1 Agency Notes:		Supplier Product Code: Supplier Notes: No charge			

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GEN212346B1--01-12 Hours of Consulting (System(s) Testing and Integration)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Telos Identity Management Solutions, LLC	First Offer - \$0.00	52 / hour	\$0.00		Y
<b>Product Code:</b> GEN212346B1 <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> No charge			

**Supplier Totals**

<b>f Telos Identity Management Solutions, LLC</b>		<b>\$116,515.00 (12/12 items)</b>	
Bid Contact	<b>Erin E Byrne-Bock</b> <b>erin.byrne-bock@telos.com</b> <b>Ph 703-724-3800</b>	Address	<b>19886 Ashburn Road</b> <b>Ashburn, VA 20147</b>
Bid Notes	<b>Please note that for all "no charge" line items, those costs have been integrated into the fingerprint CHRC, STA and Rapback Enrollment pricing.</b>		
Agency Notes:	<b>Supplier Notes:</b> Please note that for all "no charge" line items, those costs have been integrated into the fingerprint CHRC, STA and Rapback Enrollment pricing.		<b>Head Attch:</b> 

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**Telos Identity Management Solutions, LLC**

Bid Contact **Erin E Byrne-Bock**  
**erin.byrne-bock@telos.com**  
**Ph 703-724-3800**

Address **19886 Ashburn Road**  
**Ashburn, VA 20147**

Bid Notes **Please note that for all "no charge" line items, those costs have been integrated into the fingerprint CHRC, STA and Rapback Enrollment pricing.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
GEN212346B1--01-01	Records Monthly Maintenance Fee	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> No charge	<b>First Offer - \$0.00</b>	12 / month	<b>\$0.00</b> Y Y
GEN212346B1--01-02	Initial Submission Fingerprint CHRC and Security Threat Assessment (STA)	<b>Supplier Product Code:</b>	<b>First Offer - \$11.45</b>	10000 / each	<b>\$114,500.00</b> Y
GEN212346B1--01-03	Incumbent employee CHRC and STA data	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> No charge	<b>First Offer - \$0.00</b>	20000 / each	<b>\$0.00</b> Y
GEN212346B1--01-04	Rap Back Enrollment	<b>Supplier Product Code:</b>	<b>First Offer - \$0.20</b>	10000 / each	<b>\$2,000.00</b> Y
GEN212346B1--01-05	Incumbent employee Rap Back data	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	20000 / each	<b>\$0.00</b> Y

**Supplier****Notes:** No  
charge

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GEN212346B1--01-06	DAC Integration with Third Party Alert Ent Guardian Credentialing Mgmt Provider	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	1 / each	<b>\$0.00</b>	<b>Y</b>
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**Supplier****Notes:** No  
charge

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GEN212346B1--01-07	Rap Back INTEG w/Third Party Alert ENT Guard. Credentialing MGMT Provider	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	1 / each	<b>\$0.00</b>	<b>Y</b>
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**Supplier****Notes:** No  
charge

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GEN212346B1--01-08	Fingerprint Readers	<b>Supplier Product Code:</b>	<b>First Offer - \$1.00</b>	15 / each	<b>\$15.00</b>	<b>Y</b>
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GEN212346B1--01-09	Hours of Consulting Aviation Security Policy, Operations, and Regulatory Support	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	52 / hour	<b>\$0.00</b>	<b>Y</b>
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**Supplier****Notes:** No  
charge

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GEN212346B1--01-10	Hours of Consulting (IT Security, Network, Technical Support)	<b>Supplier Product Code:</b>	<b>First Offer - \$0.00</b>	52 / hour	<b>\$0.00</b>	<b>Y</b>
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**Supplier****Notes:**  
No charge

GEN212346B1--01-11	Hours of Consulting (Engineering, Integration)	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> No charge	<b>First Offer - \$0.00</b>	52 / hour	<b>\$0.00</b>	<b>Y</b>
GEN212346B1--01-12	Hours of Consulting (System(s) Testing and Integration)	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> No charge	<b>First Offer - \$0.00</b>	52 / hour	<b>\$0.00</b>	<b>Y</b>
					Supplier Total	<b>\$116,515.00</b>

**Telos Identity Management Solutions, LLC**

Item: **Records Monthly Maintenance Fee**

**Attachments**

BCAD Telos ID Vendor Security Questionnaire 08312021.xlsx



## Supplier: Telos Identity Management Solutions, LLC

### GENERAL CONDITIONS Quotation Requests and Invitations to Bid

These General Conditions apply to every Quotation Requests ("RFQs") and Invitations to Bid ("ITBs") (each a "solicitation") issued by Broward County (the "County") unless the County deletes, supersedes, or modifies any of these General Conditions for a particular solicitation by indicating such change in the Special Instructions to Vendors. The submission by any vendor ("Vendor") of a response to the solicitation ("response") constitutes Vendor's offer to contract to the County and includes as a material part of that offer Vendor's agreement that these General Conditions, along with all other provisions included in the solicitation and the pricing stated in Vendor's response, will constitute the contract between the Vendor awarded the solicitation ("Contractor") and the County, and shall prevail over any conflicting provision in any quotation, standard form contract, or other document of the Contractor, regardless of any language in such document(s) to the contrary. Any modification to these General Conditions or the language of the solicitation by Vendor is prohibited, unenforceable, and may render Vendor's response nonresponsive. All references herein to the "Procurement Code" refer to Chapter 21 of the Broward County Administrative Code.

#### A. GENERAL PROVISIONS

##### 1. Effect of Vendor's Signature on Vendor's Response.

By Vendor including its digital or electronic signature on its response to this solicitation:

- (a) Vendor represents and certifies that the representations in Section A.2 of these General Conditions are true and accurate;
- (b) Vendor acknowledges, accepts, and agrees that this solicitation is governed by the Terms and Conditions of the Solicitation stated herein; and
- (c) **VENDOR ACKNOWLEDGES, ACCEPTS, AND AGREES THAT, IF AWARDED THE SOLICITATION BY THE COUNTY'S ACCEPTANCE OF VENDOR'S OFFER AS SET FORTH IN ITS RESPONSE TO THE SOLICITATION, VENDOR IS LEGALLY BOUND TO THESE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS, AND THE SPECIFICATIONS OF THIS SOLICITATION, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS OF CONTRACT STATED HEREIN.**

##### 2. Vendor Representations and Certifications.

Vendor represents and certifies the following:

- (a) The individual submitting this form is authorized to sign the response on Vendor's behalf and has actual legal authority to bind Vendor to the solicitation's terms. Vendor acknowledges and agrees that electronic signatures or digital signatures shall have the same legal effect as a handwritten signature.
- (b) Vendor's response is made without prior understanding, agreement, or connection with any other vendor submitting a response to the solicitation regarding either vendor's response, and is in all respects fair and without collusion or fraud.
- (c) Vendor is neither delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, nor in default of any contractual or regulatory obligation to the County.
- (d) No owner, principal, officer, director, or member of Vendor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with Broward County within the last three (3) years, unless otherwise noted in Vendor's response.
- (e) All statements, oral, written or otherwise, in Vendor's response are accurate, true, and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in its response may be used by the County as a basis for rejection; rescission of contract award; or termination of the contract; and may also serve as the basis for suspension and/or debarment of Vendor pursuant to the Procurement Code.

(f) Vendor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to provide and perform all goods and services required under the solicitation and that each person and entity that will provide goods or services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such goods or services.

## **B. TERMS AND CONDITIONS OF THE SOLICITATION**

### **1. Responses.**

Vendors' responses must be submitted electronically through the County's designated electronic bidding system ("EBS"). It is Vendor's sole responsibility to assure its response is submitted and received through the EBS by the date and time specified in the solicitation. The County will not consider responses received by other means or after the time that solicitations are due. All timeframe references are in Eastern Time. The official time for electronic submittals is the EBS's servers, as synchronized with the atomic clock. Any response that seeks to modify or take exception to the official time shall be deemed nonresponsive.

The County is a public agency subject to Chapter 119, Florida Statutes. Unless otherwise expressly approved in advance in writing by the Purchasing Division, any material submitted in the Vendor's response will become a public document available for public inspection and copying pursuant to Section 119.071, Florida Statutes, and any claim of confidentiality or trade secret is waived with respect to any and all information included in the Vendor's response.

### **2. Withdrawal.**

Unless otherwise expressly permitted under the Procurement Code, Vendors may not withdraw their responses after the deadline for responses to the solicitation before the expiration of 120 days after the date of opening responses to the solicitation. Any response that seeks to modify or take exception to this provision shall be deemed nonresponsive. Violation of this section may subject Vendor to suspension or debarment, and shall entitle the County to execute on Vendor's posted bid security.

### **3. Bid Opening (Invitations to Bid only).**

All responses to Invitations to Bid shall be publicly opened in the public domain or as otherwise designated in the solicitation. The Purchasing Division will decrypt responses received in the EBS immediately following the deadline for bid responses.

### **4. Cancellation of Bids.**

The Director of Purchasing may cancel a solicitation at any time before the deadline for responses.

### **5. Addenda.**

The County reserves the right to amend this solicitation prior to the deadline for Vendor responses by issuing written addenda to the solicitation. If, upon review, a Vendor finds a non-clerical error in an addendum, that Vendor must contact the Purchasing Division immediately, prior to opening date, to allow the County to review the alleged error and to issue any clarification, if the County determines that a clarification is necessary. Responding vendors shall be responsible for obtaining and reviewing each addendum prior to the deadline for submission of responses to the solicitation. The terms of all addenda are included in the Terms and Conditions of the Solicitation.

### **6. Prices, Terms, and Payments.**

All solicitation responses must include firm prices, which must include all handling, set up, shipping, and inside delivery charges to the destination specified in the solicitation, unless otherwise indicated in the solicitation.

(a) **Certification of Prices:** In submitting its response to this solicitation, Vendor certifies that the prices it is proposing are not higher than the prices at which Vendor sells the same goods and/or services in approximately similar quantities, under similar terms and conditions, to any other purchaser.

(b) **F.O.B. Destination:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, with freight, fuel, and all other costs included.

(c) **Ties:** When two or more responding Vendors offer the same pricing, the Purchasing Division will break the tied responses in accordance with the applicable provisions of the Procurement Code.

(d) **Taxes:** The County is exempt from federal and Florida taxes on direct purchases of tangible property. The County's tax exemption number will appear on the County's purchase order. Vendor must pay all applicable sales, consumer, land use, or other similar taxes required by law.

(e) **Discounts:** Vendors may offer a cash discount for prompt payment, but such discounts will not be considered in determining the lowest net cost for evaluation purposes unless otherwise stated in the solicitation. In order to be considered for evaluation purposes, Vendors must reflect any applicable discounts in the unit prices submitted in their responses.

(f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure to examine all pertinent documents shall not entitle vendors to relief from any provision or any requirement of this solicitation. Mathematical errors, other than in unit prices, may be deemed clerical errors and are subject to correction by the County at the County's sole discretion. If there is a mistake in the extension price (i.e., unit price multiplied by quantity), the unit price shall govern.

(g) **Ordering:** The County reserves the right to purchase the goods/services specified in the solicitation through contracts established by governmental agencies, consortiums, or other approved cooperatives, or through separate procurement actions conducted by the County. In addition, if the County requires delivery within a shorter period than the delivery time specified in the solicitation, and if the Contractor is unable to deliver by that time, the County may obtain such delivery from other sources without penalty or prejudice to the County. This solicitation is not for a requirements contract, and the County is not required to fulfill all of its needs for the goods/services at issue exclusively from the Contractor.

## **7. Awards.**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the lowest, responsive, and responsible Vendor. The County reserves the right to make separate award(s) to one or more Vendors for individual goods/services, groups of goods/services, or all or none or any combination thereof. When a group of goods/services is specified in the solicitation, Vendor must include prices for all items within the group in its response.

A Vendor desiring to offer "No Charge" on an item in a group of goods/services must so indicate by placing a \$0.00 in the offer field for that item, and enter "No Charge" in the "Notes for Buyer" section in the EBS. If a Vendor does not comply with these requirements, its response with respect to that group of goods/services will be deemed incomplete and may be rejected. However, if Vendor(s) do not offer all items within a group, the County may issue an award on one or more items on an item-by-item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Broward County Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

## **8. Qualifications of Vendors.**

The County will only award a contract to a Vendor that is normally engaged in providing the types of commodities, services, or construction specified herein. Responding Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect Vendor's facilities, equipment, personnel, and organization, or to take any other action necessary to determine Vendor's ability to perform in accordance with the solicitation's specifications, terms, and conditions. The County will determine whether the evidence of ability to perform is satisfactory, and reserves the right to reject responses and/or find any responding vendor non-responsible where evidence or evaluation is determined to indicate insufficient capacity or ability to perform. The County may also consider a responding Vendor's history of any and all types of

citations, orders, judgments, and/or violations, including those relating to suspensions, debarments, or environmental regulations, in determining responsibility. Responding Vendors must submit with their response a complete history of all citations and/or violations notices and dispositions thereof. Failure of the successful Vendor to submit such information may be grounds for rejection of Vendor's response or termination of Vendor's contract. Vendor shall notify the County immediately of notice of any citations, orders, judgments, or violations not included in Vendor's response that occur at any time period prior to expiration of the contract.

#### **9. Affiliated Companies Entities of the Principal(s).**

To ensure Vendor has the capability to fully perform the contract requirements, as well as the integrity and reliability that will ensure good faith performance, each Vendor must disclose in its response the names and addresses of entities with whom the principal(s) of Vendor have been affiliated at any time in the five (5) years preceding the date the solicitation was posted. Affiliated entities of the principal(s) are those entities related to Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent, or sibling entity.

#### **10. Resolution of Protested Solicitations and Proposed Awards.**

In accordance with Sections 21.65 through 21.67 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following shall apply:

(a) Any protest concerning the solicitation's specifications or requirements (or any addendum thereto) must be received by the County within five (5) business days after the solicitation or addendum is posted on the EBS.

(b) Any protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the EBS.

(c) The protest must be made in writing to the Director of Purchasing, and must specify the grounds for protest in accordance with Section 21.66 of the Procurement Code.

(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., except County holidays. Failure to timely file a protest within the timeframes specified shall constitute a waiver of the right to protest.

(e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing with a filing fee. The filing fee shall be calculated based on the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County will accept money order, certified check, or cashier's check, payable to Broward County Board of County Commissioners. The filing fee will be refunded if the protestor prevails in the protest. The filing fees are as follows:

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

#### **11. Public Entity Crimes & Public Business Discrimination.**

Vendor represents that the submission of its response to this solicitation does not violate the Public Entity Crimes Act, Section 287.133, Florida. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Vendor represents and certifies that it is not ineligible to contract with the County on any of the grounds stated in Section 287.135, Florida Statutes. Violation of this section shall result in cancellation of Vendor's contract, and may result in suspension and/or debarment.

#### **12. Prohibited Telecommunications Equipment.**

Vendor represents and certifies that it and its applicable subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

Vendor represents and certifies that, if awarded this solicitation, Vendor and its applicable subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of any contract resulting from this solicitation.

**13. Criminal History Screening Practices.**

By submission of its response to this solicitation, Vendor represents and certifies that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

**14. Construction Apprenticeship Program (Construction Contracts only).**

If the solicitation is for a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Vendor represents and certifies that it shall comply for the duration of the contract, if awarded, with Sections 26-8 through 26-11 of the Broward County Code of Ordinances regarding the Construction Apprenticeship Program.

**15. State of Florida Division of Corporations Requirements.**

Vendor must comply with all state and local business licensing requirements. All corporations, partnerships, and other business entities must have the authority to transact business in the State of Florida and must be in good standing with the Florida Secretary of State before responding to this solicitation. For further information, contact the Florida Department of State, Division of Corporations. A Vendor that does not comply with the provisions of this section may be deemed nonresponsive to the solicitation.

**16. Cone of Silence Ordinance (Invitations to Bid).**

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that for certain time periods, Vendors and their representatives may not communicate regarding the solicitation with any County Commissioner or their staff, the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any staff person that will evaluate solicitation responses or recommend selection in this solicitation process. However, Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") (telephone (954) 357-6400) at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. The Cone of Silence also permits communication with certain other County employees (for more information, refer to Section 1-266, Broward County Code of Ordinances).

(a) The Cone of Silence shall be in effect for any County Commissioner or the Commissioner's staff, commencing at the time of the opening of responses to the solicitation.

(b) The Cone of Silence shall be in effect for the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any person that will evaluate solicitation responses or recommend selection in this solicitation process, commencing at the time of advertisement for the solicitation.

(c) The Cone of Silence terminates when the County Commission or other awarding authority takes action that concludes the solicitation.

(d) Any violations of the Code of Silence Ordinance by any representative of Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant, may be reported to the County's Office of Professional Standards. If the Office of Professional Standards determines that a violation has occurred, a fine shall be imposed against Vendor as provided in the Broward County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Cone of Silence Ordinance voidable, at the sole discretion of the Broward County Board of County Commissioners.

**17. Contingency Fees.**

By submission of this solicitation response, Vendor certifies it has not paid and will not pay any contingency fees (sometimes known as a finder's fee) to any person or organization, other than a bona fide employee working solely for Vendor, to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible suspension and/or debarment of Vendor. This provision does not apply to fees paid to an insurance broker in connection with a solicitation to provide insurance coverage to the County.

**18. Local Business Tax Receipt Requirements.**

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Vendors that do not have such a license may be deemed nonresponsive to this solicitation. For further information on obtaining or renewing a Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

**19. Dun & Bradstreet Report Requirement.**

The County may review any Vendor's Dun & Bradstreet rating and payment performance to assist in determining a Vendor's responsibility regarding this solicitation.

**20. Samples.**

Samples or drawings, when required, shall be provided to the County free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to Vendor, they shall be considered as abandoned, and the County shall have the right to dispose of them as its own property.

**21. "Or Equal" Clause.**

Whenever a material, article or piece of equipment is identified in the solicitation by reference to a manufacturer or vendor name, trade name, catalog number, or otherwise, any such reference is intended merely to establish a standard; and, unless such identification is followed by the words "no substitution is permitted," any material, article, or piece of equipment of any other manufacturer or vendors that will perform or serve the requirements of the solicitation will be considered equally acceptable, provided that the material, article, or piece of equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function to the material, article, or piece of equipment specified in the solicitation.

**22. Procurement Code.**

The Procurement Code, Chapter 21 of the Broward County Administrative Code, is applicable to this solicitation, and can be obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

**23. Legal Requirements.**

Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations, including the Procurement Code, shall govern development, submittal, and evaluation of responses to this solicitation, and shall govern any and all claims and disputes that may arise between Vendor(s) and the County or its officers, employees, and/or authorized representatives. Lack of knowledge by any Vendor of any applicable law, rule, or regulation shall not constitute a recognizable defense against the legal effect thereof.

**C. TERMS AND CONDITIONS OF CONTRACT**

**1. Contract Period.**

The contract period shall start and terminate as indicated in the solicitation's Special Instructions to Vendors. If no contract period is stated in the Special Instructions to Vendors, the contract period shall start upon the date of award and end three (3) years later, unless extended by the Director of Purchasing, who may extend the contract period for up to two (2) additional one (1) year terms upon written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The contract period shall not exceed a total of five (5) years, unless extended pursuant to action by the Broward County Board of County Commissioners. The continuation of this contract beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

If the Director of Purchasing determines, in their sole and absolute discretion, to extend the contract as set forth above, which determination may be based on Contractor's satisfactory performance and the Director of Purchasing's determination that renewal is in the best interest of the County, the County will provide Contractor with notice of the County's intent to extend in advance of the contract expiration date. All prices, terms, and conditions of the contract shall remain firm for any extension period unless subject to price adjustment expressly stated in the solicitation. If the Director of Purchasing does not extend the contract, Contractor nonetheless shall, if directed in writing by the Director of Purchasing, continue contract performance for a period not exceeding ninety (90) days beyond the contract expiration date. Contractor shall be compensated for such continued contract performance at the rate in effect when the Director of Purchasing directed Contractor to continue performance beyond the contract expiration date.

## **2. Orders and Quantities.**

Unless the solicitation states a fixed quantity to be purchased, no guarantee is expressed or implied as to the total quantity of goods/services to be purchased under any open-end contract. Solicitations for open-end contracts may state estimated quantities, but such estimated quantities are not a representation of the amount to be purchased. The County reserves the right to issue purchase orders on this solicitation as and when required; or issue a blanket purchase order for individual agencies and release partial quantities; or issue instructions for use of direct purchase orders by various County agencies; or do any combination of the foregoing. No delivery shall become due or be acceptable without a written purchase order and shipping instruction by the County, unless otherwise expressly provided in the solicitation. Such order will contain the quantity, time of delivery, and other pertinent data. However, for items required immediately, the County may place an order electronically (which may include by email), with subsequent confirmation by a written purchase order.

For solicitations stating fixed quantities, purchase order(s) for the quantities stated in the solicitation will be issued to the Contractor after notification of award and receipt of all required documents. The County may order additional quantities of up to an additional twenty percent (20%) of the originally specified quantities at any time prior to the expiration of one (1) year after the date of award; if so ordered by the County, Contractor must furnish such additional quantities at the same prices, terms, and conditions as stated in the solicitation.

## **3. Invoice and Payment.**

Contractor may submit invoices for payment no more often than on a monthly basis, but only after the goods or services for which the invoices are submitted have been delivered or completed. If Contractor utilizes a subcontractor for any goods or services relating to the contract, Contractor must submit a Certification of Payments to Subcontractors and Suppliers with each invoice in the form provided by the County. Contractor must pay subcontractors and suppliers within fifteen (15) days following receipt of payment from the County for such subcontracted work or supplies. The certification shall be accompanied by a copy of the notification sent to each unpaid subcontractor listed on the form, if any, explaining the good cause why payment has not been made to that subcontractor.

The County shall pay for all goods and services received and accepted by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section 1-51.6, of the Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. The County will only accept and pay for deliveries made by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

## **4. Termination.**

(a) **Availability of Funds:** In the event funds for this contract are not made available or otherwise allocated by the Broward County Board of County Commissioners, the County may terminate this contract upon thirty (30) days prior written notice to Contractor without penalty or liability for such termination. The Broward County Board of County

Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance:** The County may terminate the contract for cause if Contractor is in breach and does not correct the breach within ten (10) days after written notice from the County Contract Administrator identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work; failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation; failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation; or multiple breaches of the provisions of this contract notwithstanding whether any breach was previously waived or cured. The County's election not to enforce any particular breach(es) shall not constitute a waiver its right to enforce such breach(es).

(c) **For Convenience:** The County may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated. However, upon being notified of the County's election to terminate, Contractor shall cease any deliveries, shipment, or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract, unless directed otherwise in writing by the County. In no event will payment be made for lost or future profits or damages for Contractor's reliance on continued performance of the contract beyond the date of termination for convenience. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from the County for the County's right to terminate this contract for convenience, the receipt and adequacy of which are hereby acknowledged.

## **5. Conditions and Packaging.**

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and must be the current standard production model available at the time of Contractor's response. The goods must be suitably packaged for shipment by common carrier. Each container, or multiple units or items otherwise packaged, must bear a label or otherwise legible marking stating the name of Contractor (or the manufacturer or supplier), the purchase order number, and any other information required by the solicitation's specifications.

## **6. Safety Standards.**

Unless otherwise specified in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act ("OSHA") and all standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being "locked-out" in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System ("GHS") for Hazard Communication accompanied by a Safety Data Sheet ("SDS") consisting of 16 sections. An SDS shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

## **7. Rejection of Nonconforming Items.**

The County may withhold acceptance of, or reject any items that the County determines do not meet the specification requirements of the solicitation. Upon written notice from County, Contractor must remove the rejected items at its own expense within five (5) calendar days after the County's notice of rejection and then replace them at its own expense with items that meet the specification requirements of the solicitation. Any items not removed by Contractor within thirty (30) days after the County's notice of rejection shall be considered abandoned, and the County may dispose of them in any manner it sees fit. The County shall not be required to give written notice of rejection with respect to foodstuffs or medication. With respect to foodstuffs and medication, the County may provide verbal notification of rejection, in response to which Contractor must immediately remove and replace the rejected goods at its sole expense. Contractor's failure to provide conforming items, failure to meet the timeframes for removal and replacement specified in this section may result in Contractor being found in breach of contract.



## **8. Inspection, Acceptance, and Title.**

Inspection and acceptance will be at the delivery destination specified in the solicitation, unless otherwise stated in the purchase order. Title and risk of loss or damage to all items shall be the responsibility of Contractor until such items are accepted by the County.

## **9. Governmental Restrictions and Prohibited Covered Telecommunications Equipment.**

In the event any applicable law or regulation requires substitution of the goods or services required by the solicitation (or alteration of the material quality, workmanship, or performance of such goods or services) prior to delivery of same, Contractor must immediately notify the County in writing of the specific law or regulation requiring such substitution or alteration. The County reserves the right to accept any such substitution or alteration, including any price adjustments occasioned thereby, or to terminate the contract without liability and at no further expense to the County. For the duration of the contract, neither Vendor nor its subcontractors shall use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Additionally, Vendor represents and certifies that if Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the term of the Contract, or if Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall promptly report the information in 48 CFR § 52.204-25(d)(2) to County.

## **10. Insurance.**

Contractor shall, at its sole expense, maintain the minimum insurance coverages required in the solicitation in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or subcontractors in connection with this contract. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured on all required policies. Contractor shall ensure that all required insurance coverages remain in full force and effect for the duration of this contract and until all performance required by Contractor has been completed. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by the County's Risk Management Division. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against the County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

## **11. Indemnification.**

### **(a) Contracts other than construction contracts (as defined in Section 725.06, Florida Statutes):**

Contractor shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this contract, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this solicitation and the contract term. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all Claims subject to this indemnification obligation

have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

**b) Construction contracts (as defined in Section 725.06, Florida Statutes):** Contractor shall indemnify and hold harmless the County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of this contract. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this contract may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the County.

## **12. Notice.**

Notice to the County or Contractor must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below (for the County) or stated in the solicitation (for Contractor), and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

*For the County:*

Broward County

Director, Broward County Purchasing Division

115 S. Andrews Avenue, Room 212

Fort Lauderdale, FL 33301-1801

Contractor must identify in its response a designated person and address to whom notice shall be sent when required by the contract.

## **13. Jurisdiction, Venue, Waiver of Jury Trial.**

This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this solicitation or contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this solicitation or contract must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **14. Patents and Royalties.**

Contractor, without exception, shall indemnify, hold harmless, and defend the County, and all of the County's current, past, and future officers, agents, servants, and employees, from liability of any nature or kind, including but not limited to attorneys' fees, costs, and expenses, for or on account of any of any claims by third parties arising out of any copyrighted, trademarked, invention (patented or unpatented), process, or article that is manufactured, used, or otherwise required or occasioned by performance of the contract by Contractor or by the County. Contractor is solely responsible for any and all royalties, fees, or costs resulting or arising from use of any design, device, or materials covered by letters, patent, or copyright. The County shall not be liable or pay any royalties, fees, or costs in connection

with this contract or the goods or services provided pursuant to this contract. This provision shall survive the expiration or earlier termination of the contract.

**15. Assignment; Subcontractors.**

Except for subcontracting approved by the County in advance, neither this contract nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this contract, and permit the County to immediately terminate the contract, in addition to any other remedies available to the County at law or in equity. The County may condition any consent required under this section upon review of any documentation reasonably requested by the County and/or payment by Contractor of a fee in an amount specified by the County to cover costs incurred by the County in evaluating the transaction for which consent is requested.

**16. Equal Employment Opportunity.**

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, age, color, sex, gender, national origin, sexual orientation (including as provided in Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental disability. Contractor shall also take affirmative action to ensure that employees are treated during their employment, without regard to their race, religion, age, color, sex, gender, national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, as well as selection of training, including apprenticeship. Contractor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment.

Contractor must include the foregoing or similar language in its contracts with any subcontractors or subconsultants that may perform work required by this solicitation, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as applicable. Contractor must ensure subcontractors and subconsultants, if any, are aware and comply with the requirements of this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in contract termination or such other remedy as the County deems appropriate, all of such remedies being cumulative.

**17. County Business Enterprise (CBE).**

*This section does not apply if the solicitation states that there is no CBE goal or that this section is inapplicable.* Contractor will meet the required CBE goal (if any) stated in the solicitation by utilizing the CBE firms listed in Contractor's response for the required percentage of total services (the "Commitment"). Contractor shall enter into formal contracts with the CBE firms listed in the response and, upon request, provide copies of those contracts to the OESBD. Each CBE firm must be certified by OESBD, and any replacement of a CBE firm must be approved by OESBD. The parties stipulate that if Contractor fails to meet the Commitment, the damages to the County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and the County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment, and must allow the County to engage in onsite reviews to monitor Contractor's progress in complying with the obligations of this section.

**18. Domestic Partnership Requirement.**

*This section does not apply if the contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, or the solicitation states that this section does not apply.*

Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this contract.

**19. Criminal History Screening.**

*Unless exempted under Section 26-125, Broward County Code of Ordinances,* Contractor certifies and represents that it shall comply with Section 26-125(d) of the Broward County Code of Ordinances prohibiting inquiry into the criminal history of an employment applicant until the applicant is selected as a finalist and interviewed for the position. Violation of this section shall constitute a material breach of contract, entitling Broward County to pursue any remedy permitted under the contract or applicable law.

**20. Drug-Free Workplace.**

*Unless the solicitation states that this section does not apply or this section is prohibited by applicable federal law, rules, or funding requirements,* Contractor certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this contract.

**21. Apprenticeship Program (Construction Contracts Only).**

*This section only applies to construction contracts, as defined in Section 26-9 of the Broward County Code of Ordinances.* For the duration of the construction contract, as same may be extended including through the issuance of change orders, at least twelve percent (12%) of the labor hours on the construction project, including all work performed pursuant to change orders, must be performed by apprentices employed by Contractor or its subcontractors. Contractor must prepare, submit, and certify, on a monthly basis, for the duration of the construction contract, the information required per Section 26-11 of the Broward County Code of Ordinances. If Contractor is unable to achieve or maintain the required percentage, Contractor must demonstrate and document the good faith efforts made to achieve or maintain the required percentage. The County will determine whether Contractor made all required good faith efforts by evaluating Contractor's submitted documentation.

**22. Modifications.**

All changes to purchase orders shall be by issuance of a change order by the County. Any modification or change to this contract must be by written amendment signed by Contractor and the County.

**23. Purchase by Other Governmental Agencies.**

Contractor understands and agrees that any other governmental unit may enter into a contract with Contractor on the same terms and conditions as Contractor's contract with the County. However, any such governmental unit must establish its own contract with Contractor, place its own orders, issue its own purchase orders, be separately invoiced by Contractor, make its own payments, and issue its own exemption certificates as required by Contractor. Contractor understands and agrees that the County is not and will not be a legally bound party to any contractual agreement made between any other governmental unit and Contractor as a result of this solicitation, and that no other governmental unit is an implied or intended third-party beneficiary of this contract between the County and Contractor.

**24. Public Records.**

Pursuant to Chapter 119, Florida Statutes, Contractor and all subcontractors and subconsultants retained by Contractor for performance of this contract, shall comply with Florida's Public Records Law, including as follows:

- (a) Keep and maintain public records required by the County to perform the services;
- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this contract and following completion or termination of this contract if the records are not transferred to the County; and
- (d) Upon completion or termination of this contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers the records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County upon request in a format that is compatible with the information technology systems of the County.

A request for public records regarding this contract must be made directly to the County, who will be responsible for responding to any such public records requests. Contractor must provide any requested records to the County to enable the County to respond to the public records request.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6006, PURCHASINGINFORMATION@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 212, FORT LAUDERDALE, FLORIDA 33301.**

Any material submitted to the County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to the County for records designated by Contractor as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor must indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

## **25. Audit Right and Retention Records.**

The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this contract. 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 this contract and performance under this contract. All such books, records, and accounts 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 shall make same available in written form at no cost to the County. Contractor shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for at least three (3) years after expiration or termination of this contract or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by the County). Contractor hereby grants the County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by the County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment made by the County based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by the County, Contractor shall reimburse County for the reasonable actual cost of the County's audit. In addition, at the County's option, Contractor shall remit the amount of overcharges to County or County shall deduct such overcharges from future payments made by County to Contractor. Any remittances due by Contractor as a result of such audit or inspection shall be made within thirty (30) days after presentation of the County's findings to Contractor.

**26. Ownership of Documents.**

All finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, specifications, and reports prepared or provided by Contractor in connection with this contract shall become the property of the County upon the expiration or termination of the contract, whether the project for which they are made is completed or not. Contractor must deliver all such materials to the Contract Administrator prior to contract expiration or within fifteen (15) days after Contractor's receipt of a written notice of termination. The County may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

**27. Special Notice.**

In accordance with 29 CFR § 1926.1101(k)(2), Contractor is hereby notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

**28. Code Requirements.**

Contractor and its subcontractors on this project must be familiar and comply with all applicable federal, state, county, municipal, and local laws, rule, regulations, and codes applicable to performance of the contract awarded with respect to this solicitation. Contractor must ask for and receive any required inspections relevant to its performance of the contract.

**29. Contractor Responsibilities.**

Unless otherwise stated in the solicitation, Contractor will be responsible for the provision, installation, and performance of all equipment, materials, goods, and services offered in its response, even if such materials or equipment is not of their own manufacture or such services are not being performed by Contractor's own employees. Time is of the essence in performing the duties, obligations, and responsibilities required by Contractor under this contract.

**30. Warranties and Guarantees.**

Contractor shall obtain all applicable manufacturers' warranties and guarantees of the equipment and materials required by this solicitation and resulting orders under this solicitation for the benefit of, and in the name of, Broward County. Contractor shall deliver documentation of such warranties and guarantees to the point of delivery specified in the solicitation.

**31. Contractor Evaluation.**

The Contract Administrator will document Contractor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: [broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf). An interim performance evaluation of Contractor may be conducted by the Contract Administrator at any time before completion of the Project. The Contract Administrator shall conduct a final performance evaluation when the Request for Final Payment to Contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing, who shall provide a copy to Contractor upon request. Said evaluation(s) shall be considered in evaluating Vendor's response to any other solicitation.

**32. Independent Contractor.**

Contractor is an independent contractor of the County, and nothing in this contract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under this contract.

**33. Regulatory Capacity.**

Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this contract is as a Party to this contract and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall be made pursuant to its pursuant to the County's regulatory authority as a governmental body separate and apart from this contract, and shall not be attributable in any manner to the County as a party to this contract.

**34. Sovereign Immunity.**

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this contract. The County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required under Section 768.28, Florida Statutes.

**35. Third-Party Beneficiaries.**

Neither Contractor nor the County intends to directly or substantially benefit a third party by entering into this contract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this contract and that no third party shall be entitled to assert a right or claim against either of them based upon this contract.

**36. Compliance with Laws.**

Contractor and the goods and services provided by Contractor pursuant to this contract must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this contract will not violate that statute. If Contractor violates this section, County may immediately terminate this contract for cause and Contractor shall be liable for all costs incurred by County due to the termination.

**37. Severability.**

If any part of this contract is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this contract and the balance of this contract shall remain in full force and effect.

Revised May 1, 2021

**Supplier: Telos Identity Management Solutions, LLC**

**SECURITY - Airport Security Program and Aviation Regulations**

Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media.

Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the RA:

Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant /subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit



issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.

(d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

Revised May 1, 2021

## Supplier: **Telos Identity Management Solutions, LLC**

### **VENDOR QUESTIONNAIRE** Quotations and Invitations for Bids

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

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **Telos Identity Management Solutions LLC**
2. Doing Business As/Fictitious Name (if applicable): **Telos ID**
3. Federal Employer I.D. no. (FEIN): **208829067**
4. Dun and Bradstreet No.: **797901993**
5. Website address (if applicable): **www.aviationchanneling.com**
6. Principal place of business address: **19886 Ashburn Road**

**Ashburn, VA 20147**

7. Office location responsible for this project: **19886 Ashburn Road**

**Ashburn, VA 20147**

8. Telephone no.: **703.724.3800** Fax no.: **na**

9. Type of business (check appropriate box):

- ☐ Corporation (specify the state of incorporation):
- ☐ Sole Proprietor
- ☒ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ General Partnership (State and County filled in)
- ☐ Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM: Name:

**Sharon King**

Title: **Sr Contracts Administrator**

E-mail: **sharon.king@telos.com**

Telephone No.: **703.724.3800**

Name: **Mark D Griffin**

Title: **President & GM**

E-mail: **mark.griffin@telos.com**

Telephone No.: **703.724.3800**

Generic e-mail for purchase orders: **sharon.king@telos.com**

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

- a) **Mark D Griffin, President & GM**
- b) **Michele Nakazawa, Treasurer**
- c) **Helen M Oh, Secretary**
- d) **John B Wood, Chairman of the Board**

12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- a) **na**
- b) **na**
- c) **na**
- d) **na**
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response the reinstatement date, if granted.
- ☐ Yes ☒ No
15. Specify the type of services or commodities your firm offers:  
**Designated Aviation Channeling Services (DAC)**
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?  
**14 Years**
17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- ☒ Yes ☐ No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product (s) offered herein, and warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchase?
- ☒ Yes ☐ No ☐ N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.
- ☐ Yes ☒ No
22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety company.
- ☐ Yes ☒ No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- ☐ Yes ☒ No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.
- ☐ Yes ☒ No

25. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of the contract. Living Wage had an effect on the pricing

☐ Yes ☒ No

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

☒ Vendor certifies that this offer is made independently and free from collusion; or

☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

27. Participation in Solicitation Development:

☒ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following:

Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

Question 28 – 31 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

28. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

**Telos ID currently has many ongoing/active DAC contracts with various airports across the US**

29. Has your firm completely inspected the project site(s) prior to submitting response? ☒ Yes ☐ No

30. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

☐ Yes ☒ No

31. What equipment does your firm own that is available for this contract?

**Telos ID will provide Green Bit Dacty Scan 84C live scans in the quantity specific in this solicitation and resulting BCAD services agreement (contract)**

32. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have firsthand knowledge of the referenced project/contract. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference 1:**

Scope of Work: **Telos ID provides DAC services, to include CHRCs, STAs, Rap Back, I-9 document capture/upload, e-Badge, integration with HID SAFE, on-demand reporting, dedicated account management, and 24x7x365 help desk/customer care/technical support.**

Contract/Project Title: **Agreement between the City and County of San Francisco and Telos ID for DAC Services**

Agency: **City and County of San Francisco Airport Commission – San Francisco International Airport (SFO)**

Contact Name/Title: **Abedoon “Abe” Jamal; Security Access Office Manager, Safety and Security**

Contact Telephone: **650-821-5205**

Email: **Abedoon.Jamal@flysfo.com**

Contract/Project Dates (Month and Year): **July 1, 2019 – June 30, 2024**

Contract Amount: **Telos ID does not disclose individual DAC contract values; we defer to the customer to disclose such information**

**Reference 2:**

Scope of Work: **Telos ID DAC services for SAT includes CHRCs, STAs, Rap Back, I-9 document capture/upload, e-Badge, Green Bit DactyScan 84C (live scan) device fielding/use, integration with AlertEnterprise Guardian, on-demand reporting, dedicated account management, and 24x7x365 help desk/customer care/technical support**

Contract/Project Title: **Professional Services Agreement for DAC Services at SAT**

Agency: **City of San Antonio Aviation Department – San Antonio International Airport (SAT)**

Contact Name/Title: **Chris Cole; Airport Security Manager**

Contact Telephone: **210-207-1674**

Email: **Chris.Cole@sanantonio.gov**

Contract/Project Dates (Month and Year): **December 13, 2013 – April 12, 2024**

Contract Amount: **Telos ID does not disclose individual DAC contract values; we defer to the customer to disclose such information**

**Reference 3:**

Scope of Work: **Telos ID DAC services inclusive of CHRCs, STAs, Rap Back, I-9 document capture and upload, e-Badge, Secure Flight vetting, on-demand reporting capabilities, dedicated account management, and 24x7x365 help desk, customer care, and technical support.**

Contract/Project Title: **Professional Services Agreement between the Port of Oakland and Telos ID for Providing DAC Services for OAK**

Agency: **Port of Oakland, Oakland International Airport (OAK)**

Contact Name/Title: **Doug Mansel, Aviation Security Manager**

Contact Telephone: **510-715-8997**

Email: **dmansel@portoakland.com**

Contract/Project Dates (Month and Year): **June 22, 2013 – June 30, 2023**

Contract Amount: **Telos ID does not disclose individual DAC contract values; we defer to the customer to disclose such information**

Revised May 1, 2021

**Supplier: Telos Identity Management Solutions, LLC**

**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION**

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

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

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

Telos Identity Management Solutions, LLC/Sharon  
King

Sr Contracts Administrator

8/17/2021

VENDOR NAME

TITLE

DATE

REVISED MAY 1, 2021

Supplier: **Telos Identity Management Solutions, LLC**

**LITIGATION HISTORY FORM**

- A. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

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

- ☐ There are no material cases for this Vendor; or
- ☒ Material Case(s) are disclosed below:

Is this for a: (check type)

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

If Yes: Name of Parent Subsidiary/Predecessor: **Telos Corporation**

Vendor is Plaintiff ☐ Vendor is Defendant ☒

Case Number **Costa Brava Partners III LP, et al vs Telos Corporation, et al**

Case Name **24-C-05-009296**

Date Filed **10/17/2005**

Name of Court  
or other Tribunal: **Circuit Court of Baltimore City**

Type of Case: Bankruptcy ☐ Civil ☒ Criminal ☐ Administrative/Regulatory ☐

Claim or Cause of Action and Brief description of each Count:

Brief Description of the Subject Matter and Project Involved:

**Telos Corporation announced significant rulings in the litigation instituted in 2005 by the two plaintiffs, Costa Brava Partnership III, L.P. and Wynnefield Partners Small Cap Value, L.P. The circuit court found in favor of Telos, dismissing all remaining claims against all of the defendants. Multiple other claims brought by the plaintiffs had been dismissed in earlier phases of the litigation. Costa Brava noted an appeal from the circuit court's judgment on January 17, 2020 which was later dismissed in May 5, 2020. Wynnefield did not pursue an appeal of the circuit court's ruling.**

Disposition of Case: Pending ☐ Settled ☐ Dismissed ☒

Judgement: Vendor's Favor ☒ Against Vendor ☐

If Judgement is Against is Judgement Satisfied? Yes: ☐ No: ☐

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

Opposing Counsel Name: **Harry Levy**

Opposing Counsel email: **hlevy@shumakerwilliams.com**



Opposing Counsel Phone: **410.825.5223**

Vendor Name: **Telos Identity Management Solutions LLC**

Revised May 1, 2021

**Supplier: Telos Identity Management Solutions, LLC**

**LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION**

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

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

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

**Sharon King**  
**Authorized Signature/Name**

**Telos Identity Management Solutions LLC**  
**Vendor Name**

**Sr Contracts Administrator**  
**TITLE**

**8/17/2021**  
**DATE**

Revised May 1, 2021

**Supplier: Telos Identity Management Solutions, LLC**

**DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION**

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

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - 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;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - 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 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - 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; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**Telos Identity Management Solutions, LLC/Sharon  
King**

**Sr Contracts Administrator**

**8/17/2021**

**VENDOR NAME**

**TITLE**

**DATE**

Revised May 1, 2021

## Supplier: Telos Identity Management Solutions, LLC

### LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

#### For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

#### For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

---

The undersigned Vendor hereby certifies that (check the box for only one option below):

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

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

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

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

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

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

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

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

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

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

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

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

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

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

**Required Supporting Documentation** (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

**Option 3 (Locally Based Subsidiary)**

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

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

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

**If requested by County (any option):**

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

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

**Indicate Local Business Location:**

**True and Correct Attestations:**

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by

the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: **Sharon King**

TITLE: **Sr Contracts Administrator**

VENDOR NAME: **Telos Identity Management Solutions LLC**

DATE: **8/17/2021**

Revised May 1, 2021

**Supplier: Telos Identity Management Solutions, LLC**

**CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM**

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

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of \$100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

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

☐ Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

☐ Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **Sharon King**

VENDOR NAME: **Telos Identity Management Solutions LLC**

TITLE: **Sr Contracts Administrator**

DATE: **8/17/2021**

Revised May 1, 2021



**Supplier: Telos Identity Management Solutions, LLC**

**SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION**

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

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

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

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and a. 215.4725 Florida Statutes regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**Sharon King**  
**Authorized Signature/Name**

**Sr Contracts Administrator**  
**TITLE**

**Telos Identity Management Solutions LLC**  
**Vendor Name**

**8/17/2021**  
**DATE**

Revised May 1, 2021

## Supplier: Telos Identity Management Solutions, LLC



Finance and Administrative Services Department  
**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-8066 • FAX 954-357-8535

### **Summary of Vendor Rights Regarding Broward County Competitive Solicitations**

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: <https://www.broward.org/purchasing>.

#### **1. Right to Object**

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

#### **2. Right to Protest**

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

#### **3. Cone of Silence: Right to Contact OESBD**

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

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**Supplier: Telos Identity Management Solutions, LLC**

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered: **na**

Vendor Name: **na**

Company Vehicle: ☐ Yes or ☒ No

If Common Carrier (indicate carrier): **na**

Other: **na**

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Revised May 1, 2021