

Solicitation TEC2127020G1

HPE Computing/Storage Equipment and Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid TEC2127020G1

HPE Computing/Storage Equipment and Services

Bid Number **TEC2127020G1**
Bid Title **HPE Computing/Storage Equipment and Services**

Bid Start Date **Jan 9, 2024 4:47:54 PM EST**
Bid End Date **Jan 17, 2024 2:00:00 PM EST**
Question &
Answer End Date **Jan 17, 2024 2:00:00 PM EST**

Bid Contact **Ecaterina Suli**
Purchasing Agent
Purchasing Division
954-357-6099
esuli@broward.org

Bid Contact **Leahann Licata**
954-357-6082
llicata@broward.org

Bid Contact **Vanessa Siedenburg**
Purchasing Agent
Purchasing
954-357-6963
VSiedenburg@broward.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **120 days**

Bid Comments **Scope of Work:** This project is for procurement of Hewlett Packard Enterprise (HPE) Products and Services including, hardware, parts, components, accessories, annual maintenance and support plans for Broward County Regional Emergency Services and Communications/ Communications and Technology Division. Terms and Conditions are in accordance with the Florida ACS No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services (Master Contract), pursuant to NASPO ValuePoint Contract No. 23011.

Certification Requirements: Vendor must be a Hewlett Packard Enterprise Company Authorized Reseller for NASPO ValuePoint Contract No. 23011. Proof of certification 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.

Goal Participation: This solicitation is open to the general marketplace.

Basis of Award: Award of this contract will be made to the highest total sum of percentage off of NASPO ValuePoint Contract No. 23011 Price List, plus additional discount to Broward County. (i.e., NASPO discount plus an additional discount).

Bidder must include pricing on all items to be considered responsive and responsible.

Pricing Information: Future annual renewal pricing will be obtained annually in accordance with NASPO ValuePoint Contract No. 23011.

Optional Services: County may order additional HPE products/services by quote request and purchase order, with pricing at commensurate discounts based upon the awarded vendor pricing per NASPO ValuePoint Contract No. 23011.

Contract Duration: The term of the contract will be for one (1) 1-Year Initial Term with four (4) optional 1-year Renewals, subject to Florida ACS No. 43210000-23-NASPO-ACS, NASPO ValuePoint Contract No. 23011 extensions, amendments.

Ownership Disclosure: Broward County is collecting entity ownership information for Vendors. This is for informational purposes only and the data will be used for Broward County’s research on possible contracting opportunity disparities. The forms will be maintained separately from all other records of this solicitation and will be accessible only by authorized personnel. The information provided will not be used in determining whether the Vendor will receive a contract award.

Submit the form only through the link provided below. Do not submit the form as part of Vendor’s response in Periscope S2G.

Link for form submittal: Ownership Disclosure Form

In accordance with Section 287.05701, Florida Statutes, the County may not request documentation or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor’s social, political, or ideological interests.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Periscope.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope. Refer to the Purchasing Division website or contact Periscope for submittal instructions. It is the Vendor’s sole responsibility to ensure its response is submitted and received through Periscope by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Periscope, immediately notify the Purchasing Agent and then contact Periscope for technical assistance.

Item Response Form

Item	TEC2127020G1--01-01 - HPE Implementation Services
Quantity	1 lump sum
Percentage	<input type="text"/>
Vendor is an authorized HPE reseller and implementer:	<input type="text"/>
Yes/No?	
Delivery Location	Broward County Board of County Commissioners <u>OCT001</u> COMMUNICATIONS TECHNOLOGY 115 S ANDREWS AVENUE STE 325 FORT LAUDERDALE FL 33301 Qty 1

Description
Indicate price as the minimum total % discount off list price.

Vendor should list the total discount proposed for the Item (i.e., the Discount Off Florida Contract Alternate Contract Source (ACS) No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services (Master Contract) File Extended Price in effect at the time of purchase plus any additional discount vendor is offering in addition to the NASPO discount).

Item	TEC2127020G1--01-02 - HPE Equipment
Quantity	1 lump sum
Percentage	<input type="text"/>
Vendor is an authorized HPE reseller and implementer:	<input type="text"/>
Yes/No?	
Delivery Location	Broward County Board of County Commissioners <u>OCT001</u> COMMUNICATIONS TECHNOLOGY 115 S ANDREWS AVENUE STE 325 FORT LAUDERDALE FL 33301 Qty 1

Description
Indicate price as the minimum total % discount off list price.

Vendor should list the total discount proposed for the Item (i.e., the Discount Off Florida Contract Alternate Contract Source (ACS) No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services (Master Contract) File Extended Price in effect at the time of purchase plus any additional discount vendor is offering in addition to the NASPO discount).

Item	TEC2127020G1--01-03 - HPE Support Services
Quantity	1 lump sum
Percentage	<input type="text"/>
Vendor is an authorized HPE reseller and implementer:	<input type="text"/>
Yes/No?	
Delivery Location	Broward County Board of County Commissioners <u>OCT001</u> COMMUNICATIONS TECHNOLOGY 115 S ANDREWS AVENUE STE 325 FORT LAUDERDALE FL 33301 Qty 1

Description
Indicate price as the minimum total % discount off list price.

Vendor should list the total discount proposed for the Item (i.e., the Discount Off Florida Contract Alternate Contract Source (ACS) No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services (Master Contract) File Extended Price in effect at the time of purchase plus any additional discount vendor is offering in addition to the NASPO discount).

Item	TEC2127020G1--01-04 - HPE Software
Quantity	1 lump sum
Percentage	<input type="text"/>
Vendor is an authorized HPE reseller and implementer:	<input type="text"/>
Yes/No?	
Delivery Location	Broward County Board of County Commissioners <u>OCT001</u> COMMUNICATIONS TECHNOLOGY 115 S ANDREWS AVENUE STE 325 FORT LAUDERDALE FL 33301 Qty 1

Description

Indicate price as the minimum total % discount off list price.

Vendor should list the total discount proposed for the Item (i.e., the Discount Off Florida Contract Alternate Contract Source (ACS) No. 43210000-23-NASPO-ACS for Computer Equipment, Peripherals, and Related Services (Master Contract) File Extended Price in effect at the time of purchase plus any additional discount vendor is offering in addition to the NASPO discount).

Exhibit A – Statement of Work

Provider shall provide the following under this Agreement.

1. Project Request

The Broward County Regional Emergency Services and Communications (“RESC”) Division requires the purchase of new computer hardware, software, and accompanying professional services. The software and hardware will provide an on-demand and scalable computing infrastructure for RESC’s public safety critical infrastructure. The server hardware will operate as VMware hypervisors and will be connecting to fiber channel switches. These switches will provide storage connectivity to storage equipment owned by County. The infrastructure software will include VMware hypervisor and management capabilities. This Agreement may also be used to purchase other HPE infrastructure specific hardware and software over this Agreement’s life span.

Provider represents that the hardware and software related services provided under this Agreement will provide the following functionality and solution.

2. Services Description

• Professional Services

- Implementation
- Product Training
- Additional services as may be requested related to procurement of equipment

• General Support Services

- Provider will provide both hardware and software support starting on the day goods are configured and installed by Provider and do so until the project is complete and accepted by County.
- Provider will provide subject matter expertise pertaining to design, configuration, and migration procedures during the duration of this Agreement.
- White-Glove Support
 - 24x7 technical assistance via any of the following support channels:
 - Phone
 - E-mail
 - Webform
 - Online Support portal
 - Chat
 - Unlimited access to software downloads, updates, upgrades, and maintenance
 - Unlimited access to web self-help support and support forums
 - Unlimited access to news subscriptions
 - Unlimited access to online support case management and reporting portal
 - Unlimited access to remote assistance support

3. Software and Hardware

Provider will provide the software and hardware listed below under this Agreement. Specific products (software or hardware) may be substituted, at no additional cost to County, with prior approval of County’s Contract Administrator determining the replacement product to be equivalent or better.

part#	Description	qty.
P52499-B21	HPE ProLiant DL360 Gen11 8SFF NC Configure-to-order Server	9
P49612-B21	Intel Xeon-Gold 5418Y 2.0GHz 24-core 185W Processor for HPE	18
P43331-B21	HPE 64GB (1x64GB) Dual Rank x4 DDR5-4800 CAS-40-39-39 EC8 N Registered Smart Memory Kit	144
P48903-B21	HPE ProLiant DL360 Gen11 x16 LP Riser Kit	9
R2E08A	HPE SN1610Q 32Gb 1-port Fibre Channel Host Bus Adapter	18
P10115-B21	Broadcom BCM57414 Ethernet 10/25Gb 2-port SFP28 OCP3 N Adapter for HPE	18
455883-B21	HP BladeSystem c-Class 10Gb Short Range Small Form-Factor Pluggable Option	36
P48908-B21	HPE ProLiant DL3X0 Gen11 1U High Performance Fan Kit N 4 \$743.23 \$2,972.92	9
P38995-B21	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	18
BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	9
P48830-B21	HPE ProLiant DL3XX Gen11 CPU2 to OCP2 x8 Enablement Kit	9
P50450-B21	HPE ProLiant DL3X5 Gen11 1U Common Bezel Kit	9
P26489-B21	HPE ProLiant DL300 Gen10 Plus 1U Cable Management Arm for Rail Kit	9
P48183-B21	HPE NS204i-u Gen11 NVMe Hot Plug Boot Optimized Storage device	9
P48905-B21	HPE ProLiant DL3XX Gen11 High Performance Heat Sink Kit	18
P52341-B21	HPE ProLiant DL3XX Gen11 Easy Install Rail 3 Kit	9
P54702-B21	HPE DL360 Gen11 NS204i-u Rear Cbl Kit	9
R8P28A	HPE SN3600B 32Gb 24/24 Power Pack+ 24-port 32Gb Short Wave SFP28 Fibre Channel Switch	4
QK733A	HPE Premier Flex LC/LC Multi-mode OM4 2 Fiber 2m Cable	64
263474-B22	HPE Cat5 Patch Cable - 6 ft Category 5 Network Cable - First End: 1 x RJ-45 - Male - Second End: 1 x RJ-45 - Male - Patch Cable - Red - 8	2
Q1P54A	HPE 1x1x8 G4 KVM IP Console Switch - 8 Computer(s) - 1 Local User(s) - 1 Remote User(s)	2
Q5T67A	HPE KVM Console SFF USB 8-Pack Interface Adapter - 8 Pack - 1 x 15-pin HD-15 VGA Male - 1 x RJ-45 Network Female, 1 x Type B Micro USB Female - 1600 x 1200 Supported - Black	2
AF630A	HPE LCD8500 1U US Rackmount Console Kit - 18.5" LCD - WXGA - 1600 x 1200 - 2 x USB - Keyboard - 1U High	2
HU4A7A5	HPE 5Y TC Essential wDMR SVC	2
HU4A7A5 R2M	HPE iLO Advanced Non Blade Support	9
HU4A7A5 ZTL	HPE SN3600B 24/8 8p 32G Swch Support	4
HU4A7A500 DJ	HPE DL360 Gen11 Support	9
P9U41A	HPE VMware vCenter Server Standard Edition for vSphere + 3 Years 24x7 Support - License - 1 Server Instance, Unlimited Host - 24x7 Support - License - 1 Server Instance, Unlimited Host - OEM	2
BD715A	HPE VMware vSphere Enterprise Plus With 3 Years 24x7 Support - License - 1 Processor - Standard - PC	18

part#	Description	qty.
SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	36
Q0Q02A	HPE C13 - C14 WW 250V 10Amp 0.7m Black 6-pack Locking Power Cord	5

4. Technical Approach

A. **Phases.** Provider shall provide the services in the following Phases, as further described below: Initiate, Analyze, Design, Build, Testing, Implementation, and Post Implementation.

Project shall begin no later than fourteen (14) days after the issuance of a Purchase Order and Notice to Proceed (“NTP”) by County and shall achieve Final System Acceptance no later than ninety (90) days after the issuance of the equipment arrival by Provider.

The Provider’s Project Manager will present an initial project schedule for County review and acceptance after the project kick-off. Actual dates and tasks may be adjusted by agreement of the parties at that time.

Provider shall provide the following services during the applicable Phases:

Phase 1:

- **Initiate**
 - Project Kickoff: Introduce Provider’s project team and discuss project plan

Phase 2:

- **Analyze**
 - Baseline review of current system and network infrastructure
 - Review current computing infrastructure
 - Access physical requirements (space, cooling, cabling, and power)
 - Assess available computing, networking configurations, and storage uses

Phase 3:

- **Design**
 - Produce system design diagram
 - Review and revise design until accepted by County
 - Establish and execute IP address reservations and port assignments
 - Establish and execute firewall policy requests
 - Review acceptance test plan provided by County

Phase 4:

- **Build**
 - Install and configure HPE computing hardware
 - Build new configuration for connectivity, replication, and storage allocation
 - Software configuration for hypervisors

Phase 5:

- **Testing**
 - Execute Preliminary Acceptance Test Plan provided by County

Phase 6:

- **Implementation**

- Go Live (date agreed to by Parties)
 - Transition from existing legacy compute nodes to new HPE infrastructure components
 - Test transition process
 - Test functionality
- Execute Final Acceptance Test

Phase 7:

- **Post Implementation**
 - Provide change control document describing changes made to system from default configuration with notes pertaining to why change was made.
 - Provide and document lessons learned by County and Provider (ensure proper configuration and implementation documentation)

B. Implementation

Methodology overview

The System will be staged as a premise-based, standalone production solution designed to deliver uninterrupted service to end users. Provider must carefully execute the project plan with minimal disruption to daily operations.

Provider and County will work together to test the system to allow for correction of any outstanding issues and knowledge transfer to ensure the County can manage the System. Please note the below Service Level Agreement requirements for System for the duration of this Agreement:

Severity Level	Target Response Time	Target Status Update Frequency
Critical (public safety application affected)	Within 1 hour	Every 30 minutes, or as agreed to by the County and Provider
High (reporting system affected)	Within 2 hours	Daily, or as agreed to by the County and Provider
Medium and Low (redundant system affected)	Within 24 hours	As agreed to by the County and Provider

Server hosts, public safety applications, SQL databases, backups, and logging will be phased over to the new infrastructure solution during the deployment by Provider and County. The Provider and County will monitor the server hosts, applications, and associated data for system stability and adjust and optimize.

Project planning and project management

Provider will furnish a project schedule with an uninterrupted timeline including the Analyze, Design, Build, Testing, Implementation, and Post Implementation phases.

County will appoint a Project Manager who will be the point of contact for all communications and will work with the Provider’s installation team to successfully implement the System. County is responsible

for ensuring County responsibilities listed below are met to allow the Provider to perform project tasks on time.

Provider is responsible for time management to ensure sufficient resources are allotted for each project phase, including post implementation.

Change Management

Provider shall complete the project according to requirements in the Statement of Work. Additionally, the Provider must comply with the County mandated change control request process if a mandatory or potential outage is expected during implementation of the System.

Software installation and configuration

Stakeholders will be notified via the County's change control request process should any installation or configuration tasks require a service interruption or outage.

All installation and configuration of the System will be performed during the build phase. Additional non-critical applications will be virtualized during post-implementation by the County.

Testing

County's Project Manager will identify a core team of power users from Police, Fire, Dispatcher, and Call Taker roles to test the critical applications and sign off on the Acceptance Test Plan (ATP). The Acceptance Test Plan (ATP) is further identified below. These products are designed to be fault tolerant. The testing will include, but not be limited to testing all features applicable to County's use, simulation of failed components, replication of volumes to remote location, integration with operating systems, hypervisors, administrative functions, and County's use with archiving software.

Provider will monitor, adjust, and optimize the System while testing is being performed.

Cutover and Go-Live

Provider and County will attempt to cut over to the System without any interruption to services.

Throughout the cut over process, County and the Provider will monitor the System as end users connect.

Post Go-live support

Provider will provide phone and remote support after Go-live on issues related to initial configuration or migration of hypervisor and computing services. Once support starts, it will not exceed the duration of thirty (30) calendar days.

C. Provider Responsibilities

- Provider will conduct a project kick-off teleconference to confirm scope of the project, verify roles and responsibilities, and review project schedule containing dates associated with software and hardware deployment and testing activities.
- Provider will produce a project schedule in Microsoft Project or MS Excel outlining the project

tasks, duration of such tasks, responsible parties, and task deadlines.

- Provider will review the current environment and provide prerequisite documentation for staging prior to the computing infrastructure occupancy.
- Provider will deliver, install, configure, deploy, and test the System.

D. Security/Access

Provider will provide all mandatory information the County may request to determine appropriate building security and network access restrictions and verify Provider compliance with County, CJIS, FDLE, and local agency security standards. Provider personnel will always be escorted and will be provided temporary restricted network access for work performed.

5. **Managerial Approach & Communication**

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with five (5) days' advance notice (or as much advance notice as is possible if five (5) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

The Provider will directly report to the County Project Manager for all administrative, technical and/or project requirements. The Provider will work with the IT specialist(s) as a secondary point of contact if the County Project Manager is not available:

- Project Manager: Brian Trevisa (County Primary Point of Contact)
- IT Specialist: Jose Sosa (County Secondary Point of Contact)

Provider and County will adhere to the following communication and reporting schedule unless otherwise agreed to in writing by the parties. Provider is expected to provide a brief progress report at the end of each day via email to the County Project Manager along with an updated Project Schedule. County requires the designated installer performing the work to be virtually escorted by a Broward County RESC point of contact throughout the deployment, configuration, and user acceptance testing stages of the project.

6. **Training**

Provider shall train up to five (5) County employees, as determined by County, on topics related to administration of the solution and HPE server platform. Provider and County employees will agree to meet for a remote webinar session on a predetermined time and date. Provider will furnish all training materials, course accessibility, and labs 7 days before the scheduled training session. The duration of the training will be (1) day for hardware and hardware management familiarity; (1) day for the VMware and components, and (1) day for labs and applicable questions.

7. **Deliverable Products and Services**

- Provider will provide schematic drawings for attached equipment and networks including (Port /protocol requirements)

- Provider will provide documentation showing changes made that differ from default configuration.
- Provider will deliver a logical and physical component diagram in Microsoft Visio format with networking information such as IP addresses, ports, and data flow.

DELIVERABLES:

Description	Requirements or Preliminary Acceptance Criteria
Please see Sections 2 and 3 for phases outlined in the Technical Approach	Written confirmation by the County for successful completion of each phase outlined in Section 3, Technical Approach.
Final Acceptance	Written confirmation by the County for successful completion of the Acceptance Test Plan

8. Final Acceptance Test Plan:

The environment will be tested in accordance with the following Acceptance Test Plan. The following elements comprise the minimum acceptance testing criteria. These acceptance criteria shall be refined, amended, and supplemented during the initial system design, subject to review and approval by the County Contract Administrator:

Step	Action	Expected Result	pass	Fail
	Locate a staging location for new equipment			
1	Document all materials as they arrive			
2	Rack and label all new computing hardware			
3	Wire all interconnects and provide labeling			
4	update all firmware on devices			
5	install proper ESXi build with certified build with HPE drivers			
6	perform WWPN mapping for server to storage connectivity			
7	provision one datastore for vcenter and HPE management server to reside on			
8	assist with creating CMR(s)for firewall rules for management of new hardware			
9	Configure management server for HPE equipment			
10	Configure Vcenter server(s)			
11	Add new servers to vcenter			
12	integrate the Nimble to new ESXi platform			
13	Integrate the Veeam to new ESXi platform			
14	test out migration procedure			
15	schedule migrations from HyperV to vmware and new hardware			
16	document solution and provide runbook as needed			
17	Train staff			

9. Payment Schedule

For equipment and software, Provider will invoice the amount listed on the applicable County Purchase Order only upon County's written notice of Final Acceptance. For support and maintenance, Provider will invoice County the total annual fee for the applicable support and maintenance, annually in advance.

**SPECIAL TERMS AND CONDITIONS FOR ALTERNATE CONTRACT PURCHASES
(Hewlett Packard - Florida ACS No. 43210000-23-NASPO-ACS)**

The submission by any vendor (“Contractor” or “Vendor”) of a response to the solicitation constitutes Contractor’s offer to contract to County and agreement that these Special Conditions for Alternate Contract Purchases (“Special Terms and Conditions”), along with all other provisions included in the solicitation and the pricing stated in Contractor’s response, will constitute the contract between Contractor awarded the solicitation and County and the applicable Participating Addendum between Contractor and Broward County.

The order of precedence for resolution of any conflicting, contradictory, or discordant terms and conditions between the applicable contract documents shall be as follows:

- (1) these Special Terms and Conditions, inclusive of Attachment 1, Security Requirements;
- (2) the Alternate Contract (as defined below);
- (3) the VMware General Terms (available at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/agreements/vmware-general-terms.pdf>), as modified by the VMware Public Sector Exhibit (available at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/agreements/vmware-us-public-sector-exhibit.pdf>); and
- (4) all other applicable contract documents or click-thru terms.

Any modification to these Special Terms and Conditions or the language of the solicitation by Contractor is prohibited, unenforceable, and may render Contractor’s response nonresponsive. The Broward County Procurement Code (“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.

The terms and conditions of the Alternate Contract are incorporated as if fully set forth herein, with County as the authorized purchaser and/or participating entity for the purpose of all purchases under this contract (i.e., all references to the “Department” under the Alternate Contract shall be deemed to County for purposes of purchases under this contract).

1. Definitions

For purposes of these Special Terms and Conditions, the following terms shall have following meanings:

(a) Alternate Contract means the following contract: Florida Department of Management Services Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment, Peripherals, and Related Services for the applicable vendor.

(b) Products means all software (including on premise and cloud, such as software-as-a-service and subscription-as-a-service), equipment, hardware, firmware, and hosted services provided or required to be provided by Contractor under this contract.

(c) Services means all required installation, integration, programming, configuration, customization, consulting, training, or project management services listed in the Scope of Services for this solicitation.

(d) System means the solution provided by Contractor pursuant to this contract, including all Products that Contractor will make available to County and third-party users under this contract.

2. Representations and Certifications.

Contractor represents and certifies the following:

(a) The individual submitting the response is authorized to sign and has actual legal authority to bind Contractor to the solicitation's terms.

(b) Contractor's response is made without prior understanding, contract, 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) Neither Contractor nor any owner, principal, officer, director, or member of Contractor is or was an owner, principal, officer, director, or member in any other firm that was suspended or debarred from doing business with County within the last three (3) years, unless otherwise noted in Contractor's response.

(d) All statements in Contractor's response, whether oral, written, or otherwise, are accurate, true, and correct.

(e) Contractor 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.

3. Term/Duration; Renewals.

Unless earlier terminated in accordance with its terms, the contract shall not exceed the term of the Alternate Contract (including as same may be extended) or a total duration of five (5) years, whichever is shorter. Renewals require the prior written approval of the County Contract Administrator or the Purchasing Director; this provision supersedes any inconsistent provision regarding automatic renewals.

4. Orders, Invoices, and Payment.

At any time during the term of this contract, County may order Products by issuance of a purchase order referencing the applicable quotation provided by Contractor priced in accordance with this solicitation and Contractor's response (i.e., the total discount off list). Contractor may submit invoices for payment in accordance with the applicable purchase order. County will pay Contractor within thirty (30) days after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. County will only accept and pay for goods delivered or services performed by Contractor within the contract period, including any extensions or continued performance as directed by the Director of Purchasing.

5. Termination.

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

penalty or liability for such termination. The Board shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.

(b) **Nonperformance.** 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.

(c) **For Convenience.** County may terminate the contract for convenience upon no less than thirty (30) days written notice. If the contract is terminated for convenience, Contractor shall be paid for any goods properly delivered and services properly performed prior to the termination date specified in the notice from County. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from County for County's right to terminate the contract for convenience, the receipt and adequacy of which are hereby acknowledged.

6. Security Requirements.

Contractor, the Products, and the Services must meet or exceed the following security requirements set forth in Attachment 1, incorporated herein by this reference, at all times throughout the duration of the contract, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements.

7. Final Acceptance

The Products, Services, and System provided to County under this contract will be deemed accepted by County ("Final Acceptance") upon written confirmation by County that the Products and/or System are properly downloaded and/or installed and operate in compliance with the applicable documentation of Contractor.

8. Prohibited Telecommunications Equipment.

Contractor represents and certifies that it and its 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. Contractor represents and certifies that Contractor and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term.

9. Entities of Foreign Concern.

Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the award of this contract, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the

requirements of a proper invoice. Terms used in this section that are not otherwise defined in this contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

10. Sovereign Immunity.

Except to the extent required by law, nothing herein is intended to serve as a waiver of sovereign immunity by County.

Attachment 1 Security Requirements

1. Definitions

1.1. County Confidential Information means any County Data that includes employee information, financial information, protected health information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, an individual's biometrics and geolocation, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body, including without limitation Section 501.171, Florida Statutes).

1.2. County Data means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or subcontractors and any third parties, or made available or provided by County or its subcontractors and any third parties to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

1.3. Equipment means the hardware being provided by Contractor under the Agreement.

1.4. Software means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. County Network Access

2.1. County Network Access. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

2.1.1. comply at all times with all applicable County access and security standards, regulatory requirements, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;

2.1.2. provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;

2.1.3. provide privacy and cybersecurity training to its employees with access to County's network upon hire and at least once annually; and

2.1.4. notify County of any terminations or separations of Contractor's employees who had access to County's network.

In addition, for any remote access to County's network, Contractor must:

2.1.5. utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks, Multi-Factor Authentication (MFA), passphrases), and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

2.1.6. utilize only connections that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing; unencrypted third-party public WiFi networks are not permitted to be used to connect to County's network;

2.1.7. utilize only equipment that contains antivirus protection software with current signatures, a currently supported and fully patched operating system, firmware, and third-party applications that are configured for least privileged access;

2.1.8. utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

2.1.9. activate remote access from Contractor and its approved Subcontractors into the County network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required Services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

3. Data and Privacy

Data and Privacy. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171 and Chapter 119, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification or cybersecurity incident information (as defined by Florida Statutes Sections 501.171, 817.568,

or 817.5685, or Chapter 119, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

4. Cybersecurity Incidents

Cybersecurity Incidents. Contractor shall report any cybersecurity incident or random incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty-four (24) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

5. Managed or Professional Services

5.1. Managed or Professional Services. To the extent applicable to the Services being provided by Contractor under the Agreement:

5.1.1. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Confidential Data. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services under the Agreement and who had access to County Confidential Information or the County network.

5.1.2. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO.

5.1.3. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

6. System and Organization Controls (SOC) Report

System and Organization Controls (SOC) Report. If requested by County, Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, prior to commencement of the Agreement and on an annual basis during the Agreement, unless this requirement is waived or substitute documentation is accepted in writing by the County's CIO or designee.

7. Software Installed in County's Network

7.1. Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader) to be installed and support updates for critical and high-risk vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical and high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, and medium-risk vulnerabilities within 60 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure software connectivity to database systems can be configured to integrate with Active Directory (AD);
- (g) ensure the Software is not within three (3) years from its end-of-life date and provide County with end-of-life-schedules for all applicable Software;

(h) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for County Confidential Data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

(i) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

8. Equipment Leased or Purchased from Contractor

8.1. Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

(a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

(b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County’s Contract Administrator, and disclose any default accounts or backdoors that exist for access to County’s network;

(c) shall supply a patch, firmware update, or workaround approved in writing by County’s Contract Administrator within thirty (30) days after identification of a new critical or high risk vulnerability, and within sixty (60) days after identification of a medium risk vulnerability and notify County of proposed mitigation steps taken;

(d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

(e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

(f) ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

(g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor’s or the OEM’s website; and

(h) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

9. Payment Card Industry (PCI) Compliance

9.1. Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) maintain PCI DSS compliance for the duration of the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of cardholder data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved Subcontractors into County's network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard, whichever is higher.

10. HIPAA Compliance

HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11. Application Development Services

Application Development Services. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County’s Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County’s established application development policies, process, procedures, practices and standards. Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

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:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
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:

Title:
E-mail:
Telephone No.:

Name:
Title:
E-mail:
Telephone No.:

Generic e-mail for purchase orders:

(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)
 - b)
 - c)
 - d)

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)
 - b)
 - c)
 - d)

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:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

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 provide:

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.

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?

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:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Revised May 1, 2021

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

(Name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature: Date:

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:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

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

Broward County Board of
County Commissioners
INSURANCE REQUIREMENTS

Project: Purchase, Installation and Configuration of HPE Nimble Storage Appliances
Agency: Communications & Technology Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$100,000	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Risk Management Division

Question and Answers for Bid #TEC2127020G1 - HPE Computing/Storage Equipment and Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jan 17, 2024 2:00:00 PM EST