



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:

Security & Access Control Systems Inspection & Maintenance at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport

RFP NUMBER:

RFP AP 26-15

RFP OPENING DATE & TIME:

April 29th, 2015 4:00 P.M. CT

LAST DAY FOR QUESTIONS:

April 16th, 2015 2:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received by the Okaloosa County Clerk of Court by the "RFP Opening Date & Time" referenced above. The official clock for the purpose of receiving proposals is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) days after the proposal opening unless otherwise specified.

RESPONDENT'S ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

RFP AP 26-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) April 29th, 2015** for the **Security & Access Control Systems Inspection & Maintenance at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport.**

Interested respondents desiring consideration shall provide an original and six (6) copies of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html then access the link "Vendor Registration and Opportunities" which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>

A mandatory Pre-Bid meeting will be held on April 16th, 2015 at 2:00 pm at the Destin-Ft. Walton Beach Airport (previously called Northwest Florida Regional Airport), 1701 State Road 85 North, Eglin AFB, FL 32542, in the 2nd floor Conference Room.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST) April 29th, 2014** in order to be considered. All responses received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals must be in sealed envelopes reflecting on the outside thereof **"Security & Access Control Systems Inspection & Maintenance"**. Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Security & Access Control Systems Inspection & Maintenance at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport

Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
Nathan D. Boyles
Chairman

PROPOSAL REQUIREMENTS

SCOPE:

Providing inspection, maintenance, & repair services to the security and access control systems at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport. This service will require a Respondent with commercial / industrial experience to perform all inspection, maintenance, system upgrades and repair services necessary to maintain the airport's security and access control systems performing in peak operating condition.

SCHEDULE OF EVENTS

The selection process will be as follows:

EVENT/DESCRIPTION	DATE/TIME
• Mandatory Pre-Proposal Conference	_____
• Mandatory Site Tour	_____
• Respondent Question Deadline	_____
• County Question/Answer Response	_____
• RFP SUBMITTAL DEADLINE	_____
• Board of County Commissioners Approval	_____

ANTICIPATED SCOPE OF SERVICES

BASIC SERVICES

Respondent is responsible for advising the County and other County Consultants involved in maintaining the integrity of the airport security program on policies and best practices. This advisement includes but is not limited to maintaining the airport security and access control systems as well as other public safety, emergency management and airport security-related services, the impact of security-related laws (e.g., Airport Transportation Security Improvement Act (ATSA) of 2001) and external regulatory agency (e.g., TSA, FAA, Customs & Border Protection (CBP), Law Enforcement) policies, and on airport security directives. Respondent must also assist in the development and enhancement of airport security policies, procedures and practices; particularly as they apply to general airport safety and security, airfield (controlled areas and perimeter) security measures, access control, and security compliance.

- A. Upon execution of the contract, Respondent will conduct an initial system inspection to determine the condition of the existing surveillance system and access control components at the Destin-Fort Walton Beach Airport formerly Northwest Florida Regional Airport. The anticipated components are listed in Schedule A attached hereto. Based on the inspection, respondent shall confirm and update the list of security and access control components in Schedule A and submit the revised list to the County within 10 days of the inspection. The list shall be maintained throughout the duration of the contact agreement as system components are modified or upgraded.

- B. Respondent will perform two (2) comprehensive functionality tests annually of the CCTV cameras. Respondent will visually inspect, clean domes and lenses, lubricate mechanisms when required, clean recording devices, replace desiccant cartridges when required, replace gaskets when required, provide firmware and software updates, and test all connections directly associated with the CCTV system. Cleaning shall include the application of an approved Plexiglas cleaner suitable for repelling water and dust.
- C. Respondent will perform two (2) comprehensive functionality tests annually of the Access Control System (ACS). Respondent will functionally verify the operation of all Readers, Door Contacts, Request to Exit (REX) devices, locking mechanisms, and other associated devices. Respondent will test for all Door Forced/Door Propped alarms generated by the system. Respondent will verify any camera call ups currently programmed into the Security Center system.
- D. Respondent will remotely perform a quarterly (four times per year) review of the video surveillance Pivot3 server/storage appliances to identify any errors that exist in the Security Center Archiver Log or VMware event log for these devices. Access to this information may require the direct support of Okaloosa County IT personnel.
- E. Respondent will provide unlimited on-demand service for remote troubleshooting and configuration assistance. Remote support is included in the agreement, but is only available during normal business hours. After-hours support will be available at the Premium Time rate. This support will be available for issues relating to ANY part of the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport) Security Center deployment. Support for issues relating to the Pivot3 hardware must include access to a server or workstation running the VMware management application. Support may also be used for some pro-active response to system issues.
- F. Respondent will provide quarterly account review with an account manager and the applicable airport staff members. This account review will include the following:
- System license status including connection quantities, software version and available software upgrade summary.
 - New technology review including CCTV camera hardware, analytics trends, server & recording hardware and applicable product roadmaps.
 - System service review including any technical support issues, resolutions, known issues and product release bulletins.
 - Recommended upgrades or product improvements that could be beneficial to Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport).
 - Software maintenance agreement status & expiration date.

ADDITIONAL SCOPE CONSIDERATIONS

- A. Any system deficiencies found which, at the time of inspection which fall under warranty shall be repaired / replaced at no additional charge to the County. All other components will be repaired or replaced in accordance with the labor and equipment rates outlined in this agreement.
- B. Respondent will provide all inspections during normal business hours – 8:00 AM to 5:00 PM, Monday through Friday, excluding weekends and County observed holidays. All calls outside of normal working

hours will be billed at the “Premium Time” rate that will be negotiated following selection of the successful Respondent.

- C. All physical inspections/functionality tests will be fully documented web-based reporting structure.
- D. During all “On-Site Calls”, it is the County’s responsibility to provide free and ready access to all equipment and devices. Respondent will provide the man-lift equipment required to access cameras.
- E. Respondent shall be responsible for the maintenance and repair of the specific CCTV and access control network system components. The provisions of this agreement relate to all hardware “downstream” of the network switches. Respondent will provide technical assistance with troubleshooting issues that may be related to the County network associated with the above systems.

TERM OF CONTRACT:

The contract will be for the duration of one (1) year, with two (2) additional one (1) year options, Such renewals will require a written agreement signed by both parties.. The contract includes a thirty (30) day termination clause allowing for termination at the convenience of either party.

Schedule A

Access Control

<u>QTY</u>	<u>Description</u>	<u>Part #</u>
1	19" Monitor	MOUP19
1	Video Badging System	VIB-NP
29	Keypad, Prox Readers	RK40
29	Prox Readers	R40
5	Access Control Units LAN	ACU2XL/16
1	Access Control Units LAN	ACU2XL/8
3	Remote Input Panels	RIM
27	Remote Reader Electronics	RRE-2A
25	Local Door Audio / Visual Alarms	Doberman
3	Screening Area Duress Buttons	6223AA
2	Screening Area Foot Switches	266
2	Radio Transmitters	CDM750
1	Work Station PC	GX270
12	Balanced Switches	2707AH
19	Bioscrypt 12volt Power Supplies	PS123
1	17" Flat CRT for Work Station	M782
1	Server PC	1600SC
12	Badging Printer	P4
2	Rack Mount Uninterruptible Power System	APC SMART
1	Color Laser Printer	HP-4550
1	Dell Power Edge R210 II Server	
1	Desktop, Dell OptiPlex 990	

CCTV and Video Management System

<u>QTY</u>	<u>Description</u>	<u>Part #</u>
1	Matrix 8B 48 Input 12 Outputs	CM9740
1	Keyboard Desktop	CM9740-KBD
2	Matrix Code Distribution Unit	CM9760-CDVT
13	Spectra III Environmental Dome Cameras	SD53C22-PG-E1
15	Spectra III Interior Dome Cameras	SD53C22-PG-0
1	Corner Camera Mount	CM400
13	Spectra III Power Supplies Exterior	WCS1-4
3	Color Camera High Resolution Fixed	CC3701H-2
3	Camera Lens for CC3701H-2	13VD3-6
1	16 Port Power Supply 20 AMP	MCS16-20
1	8 Port Power Supply 5 Amp	MCS8-5
6	LG 24" Monitors	LG W2442PA-BF
6	LG 55" LCD	LG M5520CCBA
12	AXIS Q6034-E Environmental HD PTZ Camera with	Q6034-E

High PoE Injector

<u>QTY</u>	<u>Description</u>	<u>Part #</u>
9	Transition SISPM1040-182E - LRT hardened network Switches	SISPM1040-182E - LRT
9	Transition Universal power supply with 120VAC input	SPS-UA12DHT
1	LAN Base Layer 2 Switch with PoE	WS-C3560X - 24P- S
4	GBIC SFP Transceiver	1000BASE-SX SFP
1	DVI Switcher	DXP 88 DVI Pro
1	Audio Switcher	SW 6A - RCA
1	Web Based Switcher	IPLTS2
1	DVI Signal Splitter	TBD
1	4U 19" rack with 14 slots for AXIS video encoder blades	AXIS Q7900 Rack
8	6 channel video encoder blade	AXIS Q7406
1	Omnicast Enterprise	Om-E-Base
1	Layer 2 PoE Network Switch w/ 2 SFP GBICS	TBD
2	CloudBank 24 - 24TB Server / Storage Appliance	CB-D2012ST020-72
2	Windows Storage Server 2003 R2 Standard, 32bit	SK-CDCBWSS32-01
1	2TB Disk drive with drive tray and rails for CB/DB	SP-DRVST2001-72
1	RAIGE Director	SK-CDRSS0002-00
3	Rack Mount Video Workstation	R5400
3	Desktop Workstation	T5500
2	Axis T8311 Surveillance control joysticks	T8311
2	AXIS P5534 PTZ Network Camera	AXIS T91A67 Pole Bracket
2	Outdoor, IP66-rated, 5MP, day/night, fixed camera	AXIS P1347-E
3	HDTV, day/night, fixed dome camera	AXIS P3344-VE 6mm
6	24x24x12 NEMA 4x SS Enclosure	A24H2412SSSLP3PTW
1	10/100 Managed Industrial Switches	SISTM1011-162-LRT
6	750V A UPS	BE650R
6	Wall Mount Fiber Patch Panel	WAC-1X
11	Power over Ethernet Surge Protection - RJ45 Connection, CAT5e	DTK-MRJPOE

Not Included: Electric door hardware, hardware power supplies, badge printer ribbons and printer cartridge. Any changes to equipment locations.

Note: The equipment and quantities listed in Schedule 'A' are subject to change and the actual equipment operating at the Northwest Florida Regional Airport may differ. In accordance with the RFP, the successful Respondent shall perform an inventory of the security and access control system equipment and provide the airport with an updated Schedule 'A'. The itemized fees to maintain the security and access control system shall be prepared based on maintaining the equipment identified in the updated Schedule 'A'.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

No Performance Bond is Required.

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance,

shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

PROPOSAL SPECIFIC CONDITIONS

COST OF PREPARATION

The cost of preparing a response to the RFP shall be borne entirely by the Respondent.

BINDING OFFER

A Respondent's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a response shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this solicitation.

Responses may be withdrawn on written or telegraphic requests dispatched by the Respondent in time for delivery prior to the time fixed for the opening of responses. Negligence on the part of the Responder in preparing the response confers no right of withdrawal or modification after the response has been opened, at the appointed time and place by the County. Any such withdrawn response shall not be resubmitted. Responses will be in force for a period of sixty (60) days after the opening date.

AVAILABILITY OF PERSONNEL

Personnel described in the response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport) or of Okaloosa County and must be able to pass a Federal and State Criminal Background Checks.

OWNERSHIP OF DOCUMENTS

In the event of an award, all documents resulting from this project will become the sole property of the County.

PERSONNEL BACKGROUND CHECKS / BADGING

All persons assigned to the services who will be entering the Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport) must first take and pass a Federal and State a Criminal Background Security Checks and obtain an airport security badge. The cost of the background checks and badging will be at the successful Respondent(s) expense. Applications for the Background Security Check and additional information on obtaining an identification badge can be found by contacting the Airport Operations Center at 850-651-7166.

HOMELAND SECURITY'S E-VERIFY SYSTEM

The Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system (www.uscis.gov) in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a. All persons employed by the Respondent during the term of the Agreement to perform employment duties within Florida; and
- b. All persons, including subcontractors, assigned by the Respondent to perform work pursuant to this

Agreement with Okaloosa County.

Additionally, the successful Respondent shall provide proof of registration in the E-Verify system to Okaloosa County.

CONFIDENTIALITY & SECURITY DOCUMENTS

The security documents on this project are **CONFIDENTIAL** and exempt by law, from disclosure as public records, because they are the security plans for the airport. Special control over the documents is required throughout the project. The Respondent, along with any sub-contractors, material suppliers, vendors and others under the Respondent's responsible control of the project that have direct involvement with or access to the documents for this project must meet security requirements in accordance with the County's standards and all personnel with access to the documents, access to the airport, and working on airport security systems must first pass the Federal and State criminal background checks. Any individual failing to pass the background or otherwise deemed a security risk by the County shall not be engaged on this project, nor work on any airport security systems, nor have any access to the "security documents", which include but are not limited to: drawings, photographs, details, specifications, shop drawings, technical information, correspondence and other pertinent information relating to the airport security systems that currently exist or may be created for this project.

The successful Respondent shall submit a security procedure for County's approval that will detail the process that the Respondent and its sub-contractors/vendors will use to assure the confidentiality of the airport's security documents. The procedure will also detail the method to protect digital files from unauthorized use, copying or access through e-mail. Respondent shall submit signed Confidentiality Letters of Agreement, from each individual on the Respondent Team that has access to any Security Document, attesting that they will abide with the security procedures for safeguarding the confidential documents, and agreeing that they will not convey or disseminate any information on this project to unauthorized persons, without the prior written consent of the County. Respondent shall provide each individual with a list of those having authorization for documents use. In addition, Respondent shall maintain a log by number and date of all confidential drawings, plans and specifications that have been issued through the course of the project (log to include conceptual, design development and approved for construction). At the completion of the project, the Respondent shall meet with the County to review the log and obtain instructions on the action to be taken for collecting, disposal, or safekeeping each log item. At no time shall the Respondent remove any airport or County data from its property without the approval of the County.

RESPONSE FORMAT AND CONTENT

Respondents are advised to carefully follow the instructions as contained within this document, in order to be considered fully responsive to the solicitation.

Respondents are further advised that lengthy or wordy submissions are not necessary. The primary proposal should be no more than twenty (20) pages.

- **Section 1. Cover Letter – limit of one page**
Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its Proposal and the terms and conditions of any Agreement which may be awarded pursuant to this RFP.
- **Section 2. Executive Summary – limit of three pages**

Respondent must provide an executive summary, which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e. corporation, joint venture, and partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Florida.

If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;

- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the County's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);

- **Section 3. Company Profile – limit of one page (plus any attachments required by the provisions below)**

Respondents must briefly describe their legal structure and the way in which their business is organized. If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture must be attached.

- **Section 4. Project Understanding and Approach – limit of ten pages**

Respondent must describe its interest, understanding and approach to providing the advertised services. Respondent must include an explanation of its approach to project management. Also to be included are: a plan for implementing and monitoring the services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the County's consideration. Any sub-contractors who will be performing services under this agreement should be listed along with discussion of their roles and responsibilities.

- **Section 5. Professional Qualifications and Specialized Experience – limit of ten pages**

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or in managing similar programs. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Regarding prior similar experiences, highlight key issues faced and innovative solutions used.

- **Section 6. Professional Qualifications, Specialized Experience and Availability of Key Personnel Committed to this Project - limit of three pages plus Resumes**

In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing the Services on the Project. Respondent must

provide an organization chart identifying, at a minimum, the "Key Personnel" who will participate in the following major components of the Project:

- A. Respondent must indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project. All Key Personnel must have significant and relevant experience in the area for which they are proposed to provide services.
- B. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.
- C. Respondent must submit resumes or corporate personnel profiles of all staff which demonstrate relevant past experience for each proposed staff member and Key Personnel.

- **Section 7. Insurance**

Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified herein. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or Limited Liability Company.

- **Section 8. Pricing**

Respondents must provide itemized pricing to fulfill the complete aforementioned scope of services and all other requirements within the RFP.

GENERAL SERVICES SPECIAL PROPOSAL CONDITIONS

1. **PROJECT DESCRIPTION** – To provide inspection, maintenance, & repair services to the security and access control systems at Destin-Fort Walton Beach Airport (formerly Northwest Florida Regional Airport). This service will require a Respondent with commercial / industrial experience to perform all inspection, maintenance, system upgrades and repair services necessary to maintain the airport’s security and access control systems performing in peak operating condition.

2. **PRE-PROPOSAL ACTIVITY -**

A. **Mandatory Pre-Proposal Meeting** – A mandatory pre-proposal meeting will be held at the Purchasing Office, 602-C North Pearl Street, Crestview, Florida on **MONTH DAY at 10:00** A.M. to provide an opportunity for respondents to discuss the proposal.

B. **Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: sestes@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the proposal closing date. Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Proposal System (Florida Purchasing Group). To access the Florida Online Proposal System go to: www.floridabidsystem.com.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

3. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the proposal form.

All blanks on the proposal form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Contractor shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

4. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal Sheet if sufficient space is not available. Any modification or alteration to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
5. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal may be returned. Thereafter, if the work is re-bid, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **PROPOSAL OPENING INFORMATION** – Proposals will be opened at the time and place indicated in the advertisement or request for proposal and unless obviously non-responsive, read aloud publicly. It is the respondent’s responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

8. **PROPOSAL TABULATION SHEET** – Any respondent interested in receiving a copy of the proposal tabulation sheet **must** enclose a stamped self-addressed envelope with their proposal.

9. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

10. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.

11. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

12. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers’ Compensation, etc. to cover the finished work called for.

13. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
14. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
15. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
16. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - A. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
17. **AWARD OF CONTRACT** -
 - A. **Okaloosa County Review** - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award.
 - B. The County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.
18. **WARRANTY** – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for a minimum of two (2) years from delivery against defects in materials and in labor and workmanship. State the manufacturer’s warranty with your proposal.
19. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
20. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
21. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
22. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.**
- 23.
24. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents **only** when proposals are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by

the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County proposal list and any and all proposals from that firm will be rejected.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

25. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
26. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
27. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

28. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

29. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

- 30. COMPLIANCE WITH FLORIDA STATUTE 119.071** - The Respondent shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 31. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.
- Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.
- 32. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 33. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of proposal, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one year, at the option of County officials.
- 34. AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

35. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
36. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
37. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
38. **The following documents are to be submitted with the proposal packet:**
- A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - G. Company Data
 - H. Addendum Acknowledgement
 - I. Lobbyist Certification

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the Respondent and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2015 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date