

**SKYCAP & WHEELCHAIR SERVICES  
FOR NORTHWEST FLORIDA REGIONAL AIRPORT**



**RFB #: AP 34-13**

**BIDS DUE: JULY 25, 2013 @ 3:00 P.M.**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (local time) July 25, 2013**, for **Skycap & Wheelchair Services for Northwest Florida Regional Airport**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities).

At **3:00 p.m. (local time), July 25, 2013**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Skycap & Wheelchair Services for Northwest Florida Regional Airport to be opened at 3:00 p.m., July 25, 2013"**. The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Gary Stanford  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

//Signed// - J Jack Allen for 07/05/2013  
Richard L Brannon Date  
Purchasing Director

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don Amunds  
Chairman

# REQUEST FOR BID TO PROVIDE SKYCAP & WHEELCHAIR SERVICES

**INTENT:** Northwest Florida Regional Airport is seeking bids to perform Skycap & Wheelchair Services as follows:

## SECTION 1 - SCOPE OF SERVICES

- a. **Baggage Services** – Greet departing passengers at the terminal curb to determine if they wish assistance with their baggage. In the event the passenger desires assistance, load luggage on the appropriate card and transport it from the curb to the appropriate airlines ticket counter for processing. No curbside “check-in” services are provided.
- b. **Wheelchair Services** – When notified by passengers or airlines, assist passengers who require transport to and from the curb to their airline ticket counter or gate. Those submitting bids are encouraged to explore methods to leverage the personnel to be able to provide the most “wheel chair” and escort services while minimizing the impact on Baggage Services.

**SECTION 2 - TERM** - The term for these services will be for 3 years with an option to renew for (2) additional 1-year periods.

## SECTION 3 - CONDUCT

1. Personal actions should reflect favorably on both the airport and company.
2. Personnel will remain alert at all times while on shift.
3. Personnel will not carry on unnecessary conversations nor solicit for any services or products.
4. Personnel shall not loiter in the public areas.
5. Personnel will not smoke, eat or drink in public view except in designated areas.
6. Personnel will not use threatening, abusive, or insulting language or behave in a disrespectful manner with anyone while on the premises.
7. Personnel will not accept incentives from anyone or recommend one airport services provider over another.

## SECTION 4 – RESPONSIBILITIES

1. Report immediately all violations of rules, safety concerns, security breaches, injuries, accidents or unusual occurrences to Airport Operations.

2. Equipment and podium to be located and stored.
3. Keep work areas free of litter and any potential safety hazards.
4. Know the location of the various airport and tenant locations and basic information.
5. Personnel will be alert to theft attempts and report any suspicious persons or activities to Airport Operations immediately.
6. Personnel will report any unattended baggage, boxes, etc. to Airport Operations immediately.

#### **SECTION 5 – SAFETY**

1. Extreme caution will be exercised when opening and closing vehicle doors/trunks to avoid injuries and damage to property.
2. Baggage and equipment will not be placed such as to present a tripping hazard or obstacle to vehicle traffic.
3. Personnel are to use only established crosswalks – luggage will not be transported as to block or interfere with airport roadways or pedestrian traffic.
4. Report all emergencies such as fire, traffic accidents, injuries and illness and any altercations to Airport Operations immediately.

All employees covered under this contract shall have the background checks necessary to secure the appropriate airport security badge. See Exhibit C. The contractor is responsible for the expenses associated with obtaining employee badges including costs for replacement badges/lost badges as necessary.

**SECTION 6 – UNIFORMS/EQUIPMENT** – Successful bidder shall provide all employees uniforms to wear while performing the duties and responsibilities listed. Uniforms are to be kept clean and in good repair.

Successful bidder shall provide all equipment, to include a curbside podium, hand truck, and luggage carriers and wheelchairs. Equipment will be commercial grade and kept in good working condition. All equipment will be professionally marked with company name and/or logo.

**SECTION 7 – HOURS OF COVERAGE** – Skycaps will be readily available to assist passengers or perform escort related functions one and one-half (1 ½) hours prior to the first scheduled departure for each day and be on site for these duties until thirty (30) minutes prior to the last departure of each day.

**SECTION 8 – PAYMENT** – Successful bidder shall invoice **COUNTY** on the first day of each month for the preceding month for the actual hours worked in a format approved by their airport. Hours for billing shall list those performing baggage, wheelchair, and escort services separately. Please send invoice to:

**Northwest Florida Regional Airport  
Accounts Payable  
1701 State Road 85, N.  
Eglin AFB, Florida 32542-1498**

**SECTION 9 – HOLD HARMLESS** – To the fullest extent permitted by law, the contractor shall indemnify and hold harmless 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 contractor and other persons employed or utilized by the contractor in the performance of this agreement. Complete Hold Harmless form within Special Conditions.

**SECTION 10 – TERMINATION** – Upon occurrence of a default and after expiration of applicable cure periods, the COUNTY may serve a notice of termination if the default has not been timely cured. On the date set forth in the notice of termination, the term of this agreement and all rights, title and interest of contractor shall expire. In the event of such termination, contractor shall be entitled to compensation for work undertaken through the termination date.

**SECTION 11 – NOTICES** – Any notice which may be required under this agreement shall be provided as follows:

**COUNTY**  
**Northwest Florida Regional Airport**  
**Airports Director**  
**1701 State Road 85, N., #1**  
**Eglin AFB, FL 32542-1498**

**SECTION 12 – FORCE MAJEURE** – In the event that contractor's operations at the Airport are halted or substantially decreased by reason of strike, labor dispute, picketing, action or interference of governmental authorities, riots, terrorist attack, act of God or other cause reasonably beyond the control of contractor, this agreement (and payment for services) may be suspended for the duration of such halted or decreased operations.

**SECTION 13 – EXHIBITS**

**EXHIBIT "A"**

The following terms and rates apply to the agreement:

1. Weekly hours invoiced for actual hours worked.
2. Rates valid from \_\_\_\_\_ to \_\_\_\_\_.
3. Holidays paid at time and a half are:

New Years Day  
Independence Day (July 4<sup>th</sup>)  
Labor Day  
Thanksgiving Day  
Christmas Day

**BILLING RATES**

	<u>Straight Time</u>	<u>Overtime/Holiday</u>
Skycaps (gratuity wages)	_____	_____
Skycaps (non-gratuity wages)	_____	_____

# EXHIBIT "B"

## SAMPLE INVOICE

COMPANY NAME  
 NORTHWEST FLORIDA REGIONAL AIRPORT

MONTHLY INVOICE – CUSTOMER SERVICES  
 DATES COVERED

INVOICE #: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Type of Service	Unit Price (Cost/Hr)	Amount (Hours)	Monthly Cost
Skycap/Porter			
Skycap – Holiday/OT			
Security Escort			
Security Escort – Holiday/OT			
Wheelchair Services			
			<b>TOTAL COST</b>

**Note: Total Cost is inclusive of overhead and any related management fees.**

# EXHIBIT "C"

## SECURITY/BADGING DOCUMENT

### NORTHWEST FLORIDA REGIONAL AIRPORT

#### STEPS TO OBTAIN SECURITY BADGE

1. Badge applicant completes "Northwest Florida Regional Airport Application" and Privacy Act Notice attached.
2. Employer Signatory Authority writes letter authorizing SIDA badge:
  - a. \*See attached letter for example; specify either SIDA or NON SIDA badge type for issue.
  - b. \*Letter **MUST** be on Company Letterhead.
3. Badge applicant brings 2 original forms of identification, as required on the attached "**List of Acceptable documents**". Based on I-9 requirements.
4. Applicant brings all of the above items completed to the badging office at the Northwest Florida Regional Airport. Call for badging hours at 651-7166.
5. The applicant is fingerprinted for a Criminal History Records Check. Once the fingerprints and TSA required Security Threat Assessment (STA) are received back with no disqualifying crimes, the applicant completes Security training and the Security badge is issued.

**The Security Badge is the property of the Northwest Florida Regional Airport and must be returned when the badge holder is off property for longer than two weeks, or is terminated from employment at the airport.**



**NORTHWEST FLORIDA REGIONAL AIRPORT (VPS) Category II**  
**APPLICATION**

Name: \_\_\_\_\_  
(First) (Middle) (Last) (Full Alias/Maiden or Nickname)

Social Security # \_\_\_\_/\_\_\_\_/\_\_\_\_ Daytime Phone# (\_\_\_\_) \_\_\_\_\_ SEX: M or F

Current Mailing Address \_\_\_\_\_  
(No PO Box) (Street Address) (City) (State) (Zip)

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ State of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ US Citizen: YES or NO

US Citizens born abroad, or naturalized citizens, must provide additional paperwork as required by DHS.

Non US Citizens must provide: Alien Registration # or I-94 Form # \_\_\_\_\_

Individuals with a non-immigrant VISA must provide the control # \_\_\_\_\_

Height (Ft/In) \_\_\_\_\_ Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_

Employer Name \_\_\_\_\_ Employer Daytime Phone (\_\_\_\_) \_\_\_\_\_

Employee Position \_\_\_\_\_

**Have you ever been convicted, or found to be innocent by reason of insanity, of ANY of the following crimes?**

- Forgery of certificates, false marking of aircraft, and other aircraft registration violations (49 USC 46306)
- Interference with air navigation (49 USC 46308) or aircraft piracy (49 USC 46502)
- Improper transportation of hazardous material (49 USC 46312)
- Interference with flight crew members or flight attendants (46 USC 46504)
- Commission of certain crimes aboard an aircraft in flight (46 USC 46506)
- Carrying a weapon or explosive aboard an aircraft (49 USC 46505)
- Conveying false information or threats (49 USC 46507)
- Aircraft piracy outside the special aircraft jurisdiction of the United States (49 USC 46502(b))
- Lighting violations in connection with transportation of controlled substances (49 USC 46315)
- Unlawful entry into an aircraft area that serves air carrier or foreign air carriers contrary to established security requirements (49 USC 46314)
- Destruction of an aircraft or aircraft facility (18 USC 32)
- Murder or assault with intention to murder, Kidnapping or Hostage taking
- Treason, Espionage, or Sedition (illegal anti-government activity)
- Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
- Armed Robbery or Felony unarmed robbery, Extortion, Felony Arson, Rape (Sexual Battery), or Aggravated Sexual Abuse
- Distribution of, or intent to distribute, a controlled substance (illegal drugs)
- Felony involving a threat
- Felony involving any of the following: Willful destruction of property, Importation or manufacture of a controlled substance; Burglary, Theft, Dishonesty, Fraud, or misrepresentation; Possession or distribution of stolen property; Aggravated Assault; Bribery, or illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year
- Violence at international airports (18 USC 37)
- Conspiracy or attempt to commit any of the aforementioned criminal acts

NO\_\_\_\_\_ YES\_\_\_\_\_ If yes, list type of crime and date convicted:

I certify that the information provided above is true, complete, and correct to the best of my knowledge and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code). I understand that the ten (10) year employment history I have provided to my employer is subject to verification. Also, I am subject to an initial criminal history records check, and recurrent checks at the discretion of the Northwest Florida Regional Airport Administration. I understand that the Security Badge issued to me is the property of Northwest Florida Regional Airport and that I must return it upon termination of my employment. I understand that I am responsible for this badge, it is for my use only, and that in the event of loss I will incur replacement and unrecoverable charges. Should the applicant become involved in any future crimes or arrests he/she will advise the Airport Operations Center immediately.

Applicant's Signature\_\_\_\_\_ Date: \_\_\_\_\_



Media ID Number Issued:\_\_\_\_\_ Media ID Type:\_\_\_\_\_ Media Status:\_\_\_\_\_

Level of Access to be granted:\_\_\_\_\_ Date Badge issued:\_\_\_\_\_

Date Badge terminated/Revoked:\_\_\_\_\_ Reason for revocation:\_\_\_\_\_

## Signatory Authority Letter for Security Badges

### MUST BE ON COMPANY LETTERHEAD

Date \_\_\_\_\_

Airport Security Coordinator  
Northwest Florida Regional Airport  
1701 State Road 85 N  
Eglin AFB, FL 32542-1413

Airport Badging Office:

Please process the application of the employee(s) named below for issuance of a Northwest Florida Regional Airport SIDA/NONSIDA (state which one) badge as required to perform their duties as an employee of this company:

Employees' Full Name	Date of Hire	Date of Birth	Badge Type
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I certify all employment background check requirements have been met. I understand my responsibility to ensure the VPS Badging office is notified immediately if employment status, or disposition of the badge, changes.

Sincerely,

Signatory Authority Person's Signature and Title  
Company Name

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I am an employee of the above company requesting a Security badge at Northwest Florida Regional Airport. I will notify the above person immediately of any changes in employment, or disposition of the badge.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

# PRIVACY ACT NOTICE

Authority: 49 U.S.C. SS114, 44936 authorizes collection of this information.

Purpose: The Department of Homeland Security (DHS) will use the biographical information to conduct a security threat assessment and will forward any fingerprint information to the Federal Bureau of Investigation to conduct a criminal history records check of individuals who are applying for, or who hold, an airport-issued identification media or who are applying to become a Trusted Agent of the airport operator. DHS will also transmit the fingerprints for enrollment into the US-Visit's Automated Biometrics Identification System (IDENT). If you provide your Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against Sosa's records to ensure the validity of your name and SSN.

Routine uses: This information may be shared with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the Transportation Security Threat Assessment System (T-STAS), DHS/TSA 002.

Disclosure: Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for identification media.

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12<sup>th</sup> Street, Arlington, VA 20598. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Signature: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

SSN and Full Name: \_\_\_\_\_

**LISTS OF ACCEPTABLE DOCUMENTS**

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		5. Native American tribal document
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		<b>For persons under age 18 who are unable to present a document listed above:</b>		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

# EXHIBIT "D" BID SHEET

**BID #:** AP 34-13

**BID ITEM:** SKYCAP & WHEELCHAIR SERVICES FOR NORTHWEST FLORIDA REGIONAL AIRPORT

Each proposer shall bid on the following items. These rates are to be inclusive of all overhead, management fees as well as profit.

**HOURLY RATES:**

Skycap/Porter Services:	\$ _____
Skycap/Porter Services (Overtime/Holiday):	\$ _____
Wheelchair Services:	\$ _____
Security Escort Services	\$ _____
Security Escort Services (Overtime/Holiday):	\$ _____

Remarks:

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature - Manual

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature - Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder'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**

# SPECIAL CONDITIONS

1. **Bid Price** – Bidders are requested to use the attached Bid Sheet to provide pricing.
2. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

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

3. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
4. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
5. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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



6. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that 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 bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

7. **Reorganization or Bankruptcy Proceedings** - Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
8. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
9. **Right to Waive and Reject**
- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
  - B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa 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. The Board of County Commissioners 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. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal.
10. **Disqualification of Proposers** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
  - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
  - D. Uncompleted work that 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. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
11. **No Bid Information** – If not submitting a bid, respond by returning this bid, marking it “**NO BID**” and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the supplier’s name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a “No Bid” and it must be received no later than that stated bid opening date and hour.
12. **Contract Cancellation**
- 1. **Termination by the County for Cause** - The County may terminate the contract if the contractor:
    - a. Refuses or fails to supply enough properly skilled workers or proper materials to satisfactorily provide complete the services as requested.
    - b. Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractors and subcontractors.
    - c. Disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the contract.
    - d. Otherwise commits a substantial breach of any provision of the contract document.
  - 2. **Termination by Either Party for Convenience**
    - a. **By mutual agreement, both parties of the contract agreement**, upon receipt and acceptance of not less than 120 calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

- b. Upon termination, the County shall pay the contractor the full cost of all work properly done by the contractor to the date of termination not previously paid for by the County. If at the date of such termination, the contractor has properly prepared or fabricated off site any goods for subsequence incorporation in the work, the County may direct the contractor to deliver such goods to a location determinate by the County, whereupon the County shall pay the contractor the cost for such goods and materials.
13. **Non-Appropriation of Funds** – The County may terminate this contract upon 30 calendar days written notice to the contractor if the County’s governing body(s) fail to appropriate monies for the purpose of providing services covered under the contract agreement.
14. **Termination for Bankruptcy or Insolvency** – In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the contractor, the County may cancel this contract or affirm the contract and hold the contractor responsible for damages.
15. **Contract Assignment** – The contract established as a result of this RFB process shall not be transferred to/or assigned without prior written consent of the County Board of County Commissioners.
16. **No Contact Clause** – The Okaloosa County Board of County Commissioners have 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 and terminates when the Board of County Commissioners approves an award.

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

# INSURANCE REQUIREMENTS

## Contractor's Insurance

- A. The **CONTRACTOR** 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 Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. 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 Okaloosa 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.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa 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 of Okaloosa and the **CONTRACTOR**.
- F. 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 **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** 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.
- J. 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 **CONTRACTOR** 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 of Okaloosa, the **CONTRACTOR** 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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, Board Form Property Damage, and Professional Liability.
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 **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** 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 Contractor's Liability
  - 4.) Completed Operations and Products Liability

5. **CONTRACTOR** 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>
A.	Worker’s Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation**

The **CONTRACTOR** 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 **CONTRACTOR**’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 **CONTRACTOR** 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, **CONTRACTOR** shall indemnify and hold harmless 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 **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

**Certificate of Insurance**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa 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

- B. 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.
- C. 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.

- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR**'s full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. 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 **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** 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 **CONTRACTOR** of any responsibility under this contract.

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

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

### Umbrella Insurance

The **CONTRACTOR** 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.

# “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have 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 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 bidders/proposers and members of the Board of County Commissioners, the County Administrator 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 Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

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

I \_\_\_\_\_ representing \_\_\_\_\_  
Signature Company Name

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.



# CUSTOMER REFERENCE SHEET

Refer to Bid Specification

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

# LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES \_\_\_\_\_

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NO \_\_\_\_\_

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\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Authorized Signature – Typed

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER 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's 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 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.: \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder'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**

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_ day of \_\_\_\_\_ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing Skycap & Wheelchair service as per attached #AP 34-13** for an approximate total price of \$\_\_\_\_\_ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his bid, but will not proceed until he receives official notice to begin.

This contract will be in effect upon completion of signatures by both parties and will run through **September 30, 2016**. This contract may be renewed for two (2) additional 1-year periods if in agreement by both parties.

**REPRESENTATIVES:** The authorized representative of the County shall be:

Tracy Stage  
Northwest Florida Regional Airport  
1701 State Road 85, N., #1  
Eglin AFB, FL 32542-1498  
E-Mail: [tstage@co.okaloosa.fl.us](mailto:tstage@co.okaloosa.fl.us)

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_ day of \_\_\_\_\_ 2013 and is effective on the \_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_

**BY** \_\_\_\_\_

Gary Stanford  
Deputy Clerk of Court

Don Amunds, Chairman