



REQUEST FOR PROPOSALS (“RFP”) & RESPONDENT’S ACKNOWLEDGEMENT

RFP TITLE: Commissary and Fiduciary Management Services for Okaloosa County Corrections Department RFP NUMBER: RFP COR 48-20

ISSUE DATE: April 20, 2020
PRE-PROPOSAL MEETING: May 4, 2020 2:00 P.M. CST
LAST DAY FOR QUESTIONS: May 18, 2020 3:00 P.M. CST
RFP OPENING DATE & TIME: May 21, 2020 3:00 P.M. CST

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

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Inmate Telecommunications Services proposal. All terms, specifications and conditions set forth in this RFP must be 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 envelopes containing sealed proposals must reference the “RFP Title,” “RFP Number,” and the “RFP Due 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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT 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: PRINTED NAME TYPED OR

TITLE: DATE

NOTICE TO RESPONDENTS  
RFP COR 48-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 P.M. (CST) May 21, 2020, for Commissary and Fiduciary Management Services furnished to the Okaloosa County Board of County Commissioners Corrections Department.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

A non-mandatory pre-proposal meeting will be held at 2:00 P.M. (CST), May 4, 2020 via tele-conference at 850-306-2101, wait for dial-tone, then dial 6966 #, #.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 P.M. (CST), May 21, 2020 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Commissary and Fiduciary Management Services for Okaloosa County Corrections Department". 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 resulting negotiated agreement that is in its best interest and its decision will be final.

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 should be addressed as follows:

Commissary and Fiduciary Management Services for Okaloosa County Corrections Department  
RFP COR 48-20  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Trey Goodwin  
Chairman

**PROPOSAL #: RFP COR 48-20**

**PROPOSAL ITEM:** Commissary and Fiduciary Management Services for Okaloosa County Corrections Department

**INTRODUCTION**

The purpose of this Request for Proposal is to establish a contract for providing a full-range of County Corrections Department commissary services, from ordering inventory to delivery of products to the inmates; and fiduciary management services for the inmate population of the Okaloosa County Board of County Commissioners Corrections Department (the County) in the most cost effective manner possible. Services will be provided at no cost to the County.

The County operates one facility at the following location:  
Okaloosa County BCC, Corrections Department  
1200 E. James Lee Boulevard  
Crestview, FL 32539

**BACKGROUND**

To date, the County is housing over seven hundred (700) inmates. The original jail was built in 1962 and was renovated in 1991. The Upstairs housing area contains 46 inmate beds. The Downstairs (ground floor) housing area contains 36 inmate beds. The Bravo Pod, constructed in 1982, contains 82 inmate beds. The Alpha Pod, constructed in 1985, contains 78 inmates beds. The Charlie Pod (female housing) and Echo Pod were built in 1991-1992. Each of these pods contains 116 inmate beds. Delta Pod was constructed in 2003 and contains 120 beds.

Okaloosa County Department of Corrections Performance Statistics

<b>Performance Measures from annual Performance Based Budget (PBB Detail)</b>		<b>Actual FY2014</b>	<b>Actual FY2015</b>	<b>Actual FY2016</b>	<b>Actual FY2018</b>	<b>Proposed FY2019</b>
<b>Input</b>	<b>Total # of Bookings</b>	<b>7,925</b>	<b>7,544</b>	<b>8,106</b>	<b>7,979</b>	<b>8,536</b>
<b>Output</b>	<b>Total Jail Days Required</b>	<b>227,201</b>	<b>237,322</b>	<b>280,569</b>	<b>272,014</b>	<b>266,290</b>

## OBJECTIVES

To deliver high-quality commissary goods and services to the inmates housed at the County jail facility.

To provide the County with a computerized program and a trust fund accounting system, meeting the specifications and addresses the accounting needs of the facility.

To operate the total commissary services program to include fiduciary management services and the trust fund accounting system in a cost-effective manner and at no cost to the County.

To maintain an open and collaborative relationship with the administration and staff of the facility as well as any other agencies and departments.

To maintain a market price philosophy with regard to the retail selling price of the commissary items to the inmates.

To contract with one vendor who can supply and will maintain ownership of all the required services, software, hardware, and maintenance.

Ability to track and report all transactions by inmate that occurs with an inmate's individual trust fund account.

It is the County's desire to have the costs related to the total Commissary Operation, which includes fiduciary management services and the trust fund accounting system, be covered in the selling prices of the commissary products to the inmates. Additionally the County desires a return of profit to the Inmate Welfare, also known as Prisoner Benefit Funds. The County also desires to have the prices of the commissary items fall within a reasonable market/price philosophy.

The County wishes to have the term of the contract begin October 1, 2020 and run for three (3) years. There will be an option for two (2) one (1) year renewals with mutual agreement of all parties.

## RFP TIME SCHEDULE

ACTIVITY	DATE (subject to change)
Committee Review	April 14, 2020
Advertise (30 days)	April 20, 2020
Pre-Proposal Meeting and Site Survey	May 4, 2020 2:00 P.M. CST Via Tele-Conference
Questions from potential proposers due	May 18, 2020 3:00 P.M. CST
Issue Addendum (if necessary)	May 22, 2020
Proposal Response Due	May 21, 2020 @ : P.M. CST
Review Committee Meeting	June 9, 2020
Short List Announcement	June 11, 2020
Oral Presentation/Demonstration with Responses	Week of June 22, 2020
Committee Evaluation/Selection	Week of June 22, 2020
Intent to Award	June 26, 2020
Board Approval by	July 21, 2020
Transition Begins	August 1, 2020
Transition Complete	September 21, 2020

## SCOPE OF WORK AND SERVICES REQUIRED

The Contractor shall provide commissary services to the inmates at least two (2) times per week, for the entire inmate population. Deliveries of completed orders shall arrive one (1) day after orders are sent.

Individual inmate commissary orders are to be delivered in clear perforated, plastic bags with tamperproof seals. There should be two (2) copies of the order receipt sealed within the bag. The receipt should contain the following information:

- Inmate Name;
- Inmate Location;
- Inmate ID number;
- Items and Quantities Ordered;
- Total of Order and 6.5% FL sales tax;
- Beginning Balance (if applicable);
- Ending Balance (if applicable);
- 2 signature lines; and
- Packing list per delivery batch.

Orders should be packaged in clearly marked boxes with the appropriate building, pod, or day room the orders are to be distributed to. Provide credits for missing commissary items from the inmate commissary orders in a timely manner.

The Contractor and County personnel will meet and mutually agree upon the items to be carried on the commissary menu. After the initial meeting, **NO ITEMS ARE TO BE OFFERED WITHOUT THE WRITTEN PERMISSION OF THE DEPARTMENT DIRECTOR or DESIGNEE.** It will be the responsibility of the Contractor to keep the County current of new products that are available.

The Contractor shall make available for purchase by all gender-specific inmates, commissary items including, but not limited to: hygiene products, writing materials, ethnic products, snacks, food, games, and clothing selections. The purpose of a large variety of commissary items is to make available all required items through the commissary thus reducing the possibility of contraband entering the facility from family members. No items may be added, deleted or have change in brands, packaging or sizes without mutual agreement between the Contractor and the Corrections Department.

Items offered through the Commissary must meet the following specifications:

- Food items shall be wrapped/packaged and dated for individual consumption;
- All containers shall be made of non-breakable materials;
- All consumable products shall contain no alcohol - i.e. mouthwash, etc.; and
- Provide only name brand products; no private label brands will be allowed except as agreed upon by the Department Director or Designee.

The Contractor should be aware; the facility does not currently use microwaves in the housing units. The County is willing to entertain proposed solutions for the initial placement and replacement supply of microwaves in addition to valid solutions to prevent inmates from destroying microwaves and overcoming limitations of facility power capacity.

The Contractor shall maintain sufficient inventory levels at the Contractor's location in order to limit shortages and/or backorders. The Contractor's qualifications to meet this requirement will be evaluated, based on the ability of a Contractor to handle the demands of commissary products ordered by the inmates. The Contractor shall not substitute and should have an order fill rate of 98% or better. After the initial startup two (2) month period, failure to maintain a minimum of 98% completed fill rate on an average basis for a six (6) month period may be cause for cancellation.

The inmate population of the facility is not static and changes very rapidly (increases and decreases in population). The County requires the 98% completed fill rate level of performance to reduce the number of credits and accounting problems for inmates that have been released during the order processing. The Contractor must provide a method of handling "restocking or returned orders" for those orders that were sent but the inmate was released

prior to receiving the order. ***The County may require a site inspection of the vendor's facilities before awarding a contract. Based on the results of this site inspection, the County may withdraw the contract award if the County feels the vendor's facility is too small or inadequate to properly service the commissary as required by this RFP.***

The County reserves the right to determine the final retail selling prices to the inmates. It is the County's objective to maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to the inmates. The Contractor shall conduct an annual pricing survey to evaluate the "fair market" pricing for Okaloosa County. In the event of a request for adjustment in any contract unit price, the Contractor shall notify the Okaloosa County Corrections Department in writing, of the adjustment in any of the contract unit prices and the effective date with documentation justifying said adjustment.

The contractor shall submit a report to the Okaloosa County Correction's Department and the County Clerk of Court Finance Unit on a weekly basis which will detail and total the amount of sales for the week. This amount will balance with the fiduciary services clerk's total. The Contractor shall have the capability to present the Correction's Department with a detailed report at any given time.

The following information is provided to assist participating Contractors in responding to this RFP:

- The Average Daily Population: 719 as of 2/24/2020
- Frequency of commissary: Two (2) times per week (to each inmate)
- Spending Limit per order: \$85.00/order for food items (subject to change)
- Hot Water Allowed: NO
- Percentage of Female inmates: 17%
- Average monthly commissary sales: ~\$52,000
- Microwaves: 0.
- Smoking allowed?: NO
- Average number of orders per week: 500

#### **FIDUCIARY MANAGEMENT SERVICES**

The vendor will describe in detail the procedures for managing the day-to-day operations of the trust fund account transactions and the monthly reconciliation and reporting process. This proposal should ensure that appropriate controls are in place to safeguard against fraudulent activity by all parties.

#### **COMPUTERIZED TRUST FUND ACCOUNTING SYSTEM**

The Contractor must provide a computerized Trust fund accounting system adhering to Generally Accepted Accounting Principles (GAAP) and capable of being audited by the Okaloosa County Corrections Department and the Okaloosa County Clerk of Court or a County External Auditor. The offeror shall guarantee that all inmate commissary funds are handled, accounted for and safely kept in accordance with the highest standards for commissary services and trust fund management. Offeror shall ensure all necessary controls are made part of the proposal. This system must be reconciled with the bank balance on a daily basis. This is a trust fund. Therefore the balance of the system after all outstanding deposits and withdrawals have been accounted for will be zero. The bank balance shall always agree with the total of individual inmate's balance on record. If applicable: the Contractor will absorb any costs related to the maintenance of the bank account i.e. service charges, checks, and deposit slips and the bank account must be protected by a positive pay or sure pay feature. The County currently uses the Lockdown Resident Banking System Version 2019 – Custom by Tech Friends Inc. Due to interfaces built between applications, the County may give preference to Contractors utilizing the same financial software.

The Offeror will provide examples of all financial reports available from their system. A sample package of the reports required to demonstrate cash to system reconciliation at the end of the month should be provided for review. If applicable, an organizational chart will be provided to the County indicating which staff members have a role in managing and reconciling the inmate trust fund. This is needed to ensure sufficient internal controls are in place to reduce the liability associated with fraud by all parties involved with the inmate trust fund. If the separation of duties proposed by Contractor does not appear to provide sufficient internal control, the Contractor must be open to recommended changes presented by Okaloosa County Corrections Department or the External Auditor. A procedure will be established to fund the cost of the indigent inmate items without this cost remaining as a liability in the accounting system.

## **SOFTWARE AND HARDWARE REQUIREMENTS**

Contractor must demonstrate the flexibility of their proposed computer system and variety of configurations. This should include integration with existing systems and platforms currently compatible with, multiple work stations (LANS) stand alone systems, etc.

The proposed resident banking software should provide for an accurate, cashless accounting of all resident monies, expenses, and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal.

### ***Software capabilities minimum requirements are as follows:***

- Complete Inmate Trust Fund banking system;
- General ledger with automatic dual accounting posting;
- General ledger reporting for all ledger accounts;
- Date specific reports for all ledger accounts ;
- Provide for a trial balance to be run at any time;
- Fiscal year maintenance with end of month reporting;
- Allow for year-end fiscal adjustments to be entered prior to closing the fiscal year;
- Checkbook reconciliation with multiple checkbook capabilities;
- Resident bail module complete with reports section;
- Resident receivable module complete with reports section;
- Automatic check writer with MICR check writing;
- Positive pay or sure pay module to transmit check information to the bank;
- Provide for an automatic checkbook reconciliation that provides for an accurate cash balance after accounting for all outstanding items;
- Receivable invoicing with complete account receivable module and reporting to include an invoice generated at release at a facility defined time which fit into a window envelope;
- Provide for a multiple release module to release a group of residents on the same check with appropriate report;
- Commissary inventory module with reports section;
- Resident property module with reports section;
- Indigent tracking and accounting module, which includes the ability to establish a quantity of indigent packs individually for each resident, based upon monetary and time criteria to be determined by the facility. A method of reimbursement for these indigent packs must be proposed without the need to carry as a liability in the system;
- The system must allow for debt to be collected based upon a percentage of incoming funds to be determined by the facility;
- The system allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility;
- The system must always be in balance within the general ledger;
- Provide reports on cash drawer balancing and balance history;
- Provide reports on commissary orders, order rejections, commissary sales, and products offered.
- Provide reports of frozen resident accounts or accounts with administrative holds or other facility designated restrictions;
- Provide account summaries (both individual and facility) including transaction history;
- Provide for Escheating/Reclamation of checks automatically in the system;
- Provide for reports on all checkbook activity by operator defined criteria;
- Provide reports based on user definable date time periods (fiscal/calendar year, quarterly, monthly, weekly, daily, shift, etc.);
- Provide for inactivity maintenance to include reporting and reclamation of monies;
- Provide for resident intake, release, and population reporting;
- Allow for multiple checkbooks to be set up in the software;
- Provide for facility and operator log reports;
- Provide for the ability to perform automated group charges by Corrections Department designated criteria;
- Allow for the classification of residents for the purpose of precluding charges being made on those

accounts;

- Allow for the assignment of a facility designated permanent number to each resident;
- Allow for reports to be run on both the permanent number and booking number for each resident;
- Allow for the primary booking number to be modified when errors occur in resident identification;
- Allow for specific deductions to be assigned to individual accounts with an automatic collection per facility designated criteria;
- Allow for the input of resident address and phone contact information for the purposes of generating invoices and receiving payments for debt after resident release;
- The banking software must allow for resident releases to be done by cash, credit, or smartcard or combination of the above as determined by the Corrections Department;
- All software upgrades are installed at the time of release; and
- The vendor will provide information regarding the data backup and restoration procedures in the case of a hardware failure. In addition the vendor will provide information regarding initial and ongoing virus protection provided by the vendor.

**The vendor must provide details regarding hardware:**

- List of hardware to be provided (all hardware must be new);
- Vendor's hardware support staff for the facility;
- Maintenance schedule for proposed equipment;
- 24/7 support;
- The vendor should provide information related to other hardware peripherals which are available from vendor. These peripherals should be integrated with the vendor's software;
- The vendor should provide the costs associated with acquiring the proposed peripheral devices;
- Hardware should sufficient to run proposed software at an effective and efficient level; and
- Contractor must provide all network equipment required to communicate between workstations and server. Okaloosa County will provide communication closet space and conduit to all locations that workstations and servers will reside.

**Technical expertise minimum requirements are as follows:**

- Contractor must employ their own (in-house systems support staff, programming staff, and training personnel);
- A trained staff must be available to answer user support issues, available 24 hours a day, 365 days per year;
- Provide a written background of all technical support staff, including education, experience, and years with your firm; and
- Staff should have PROVEN systems integration experience, including connections to local and wide area networks.

**In addition to commissary management services, the County is requesting the following:**

Currently in-pod kiosks, mobile kiosks, a booking kiosk, and a lobby kiosk are placed throughout the facility. The financial software and commissary ordering interfaces with the kiosks provided by the telecommunication vendor, Securus Inc.

- The software running the kiosk system to manage all inmate financial transactions based on the County's requirements;
- Respondents are to provide samples of financial reports; and
- The County will work with awarded Respondent if more detailed reporting is required.
- Based on our site survey this will include the following quantities of kiosks:
  - 1 Mobile Kiosk
  - 1 Booking Kiosk
  - 1 Lobby Kiosk

**Kiosks are to provide the following features and services:**

- Fund deposit services: To include web, phone, credit card deposits (including in booking by the inmate);
- Full financial system to include bonding transactions, money order deposits, credits, debits, indigent orders, and meet industry standard banking security requirements;
- Inmate Commissary ordering: Ability for inmates to initiate and complete orders on their own with a

picture based ordering system. Ability for inmates to look up available balance information via the kiosk. Must also include instruction in English and Spanish at a minimum, additional languages are preferred;

- Facility based information accessible for the inmates to help reduce frequently asked questions like court dates, attorney information, bonding information, inmate rules, etc.
- Inventory control system: Management, ordering, and reporting capabilities;
- Money released via debit card;
- Administration and contain a feature to generate reports;
- Security: Features to positively identify inmates for all transactions (bar code identification is acceptable, but furnishing of arm bands or bar codes will be at the expense of the provider);
- Ability to manage percentages of deposits if inmates accrue a debit balance, to allow for a percentage to still be used to order items from commissary;
- 80% of commissary items offered for sale are to be name brand products. Contractor must include a proposed commissary order list which compares to our existing for verification; and
- Indigent inmates will be provided with an indigent kit upon booking. The inmate's canteen account will be debited for the bag and the cost will be recouped when and if the inmates receive money deposited into his/her account. The commissary will track those inmates who receive these bags and credit the funds back to Okaloosa County Corrections Department after the inmate receives a deposit into their account.

### **PROFIT/LOSS**

Under the terms of this award, it is understood that the Contractor operates the total commissary services operation for its own account, retaining all profits, with the exception of the commission paid to the County, and absorbing all losses. It is further understood that there is no guarantee of inmate numbers or total sales under this contract. The County does not guarantee in any way a profit to the Contractor. The cost of checks, deposit slips, and debit cards are to be taken from proceeds.

### **NOTICES AND AGENTS**

Any and all notices permitted or required to be given herein shall be deemed duly given:

- Upon actual delivery (if delivery is by hand); or
- Upon receipt by the transmitting party of confirmation or answer back if delivery is by telecopy or telegram; or
- Upon deposit into the United States mail if delivery is by postage prepaid registered or certified return receipt requested mail.

Each such notice shall be sent to the respective party at their regular business address or to any other address as the respective party may designate by notice delivered pursuant hereto.

### **STAFFING**

The County currently employs a Commissary Operator and Inmate Programs Manager who are responsible for all supervision of the total commissary services operation. The Contractor may propose its assigned employees and responsibilities, and demonstrate a cost benefit to the County to allow the Contractor responsibility for all supervision of the total commissary services operation.

All employees of the Contractor, who may perform work at the Okaloosa County Corrections Department, must successfully pass a background investigation, drug screen, and all other requirements as outlined by the Okaloosa County Corrections Department at Contractor's expense. The County reserves the right to require the Contractor to remove and replace any of their employees for just cause. Okaloosa County Corrections Department requires review of personnel files for employees before hired for our facility.

All employees of the Contractor shall be required to adhere to all Okaloosa County Corrections Department rules, regulations, policies and procedures and must attend orientation/training at the contractor's expense.

The Contractor shall submit a staffing chart for the overall operation, indicating the actual staffing levels they propose to provide. It shall include title, job description, and number of full time staff.

### **REPORTS, RECORDS, ACCESS**

The contractor shall keep full and accurate records of all sales, and inmate trust funds, etc. and shall be made accessible at all times to the Okaloosa County Corrections Department administration and the County of Clerk of

Court external auditing firm. It is a mandatory requirement that the contractor must be available to meet with the external auditor on a yearly basis to answer any questions relating to the inmate trust fund account and management.

Any and all records shall be subject to an on-site inspection at any time by the Okaloosa County Corrections Department Administration and the County of Clerk of Court's external auditing firm.

The contractor must provide to the Okaloosa County Corrections Department Administration reports as specified by the Okaloosa County Corrections Department Director or the Okaloosa County Corrections Department External Auditor.

### **SAFETY AND SECURITY**

The Contractor and its entire staff shall be required to work closely with the Okaloosa County Corrections Department personnel to insure the safety of all employees and safety conditions of the commissary services area.

The Contractor shall demonstrate, within their proposal, knowledge of correctional safety and security by including an explanation of training programs given their employees which are designed for correctional institutions.

In order to assure the safety of all persons, both within and without the Okaloosa County Corrections Department, it shall be the responsibility of the Contractor's staff to report to Okaloosa County Corrections Department officers any actions or alleged actions of the facility population which would violate any policy or procedure of the Okaloosa County Corrections Department.

Any employee of the contractor violating rules with respect to contraband, messages, bribes, contact, or committing any other inappropriate actions shall be immediately reprimanded, suspended, or terminated by the contractor. The proper action shall be coordinated with the Okaloosa County Corrections Department Administration and depending on the serious nature of the incident. The Contractor shall surrender then to the proper authorities for appropriate criminal action if necessary.

### **OWNER OBLIGATIONS**

The County will not provide space to the Contractor for storage, operating space or space in general.

### **RESPONSIBILITIES OF CONTRACTOR**

- Provide computer, hardware, and software for use at the facility for the term of the contract.
- Software will be kept updated as new software versions are available.
- Provide training to County and external auditing staff on the operation of the contractors system and the activity and fiduciary reports produced by the system.
- Maintain a 98% order fill rate.
- Provide commissary delivery two (2) times per week.
- Package each individual order off-site in clear, perforated bags with tamper-proof seals.
- Completed orders must be delivered the next day, ready to distribute to inmates. The contractor will be responsible for delivery. Each order must be accompanied by a packing list per batch and a receipt in each order.
- Provide commissary delivery carts.
- Must have a method for handling damaged/shortages by either refunds at the County site or replacements the next day following delivery.
- Must provide 24 hour help line.
- Work with County to adjust commissary schedules for holidays.
- Package and supply indigent kits.

- Comply with all requirements of this RFP.
- The Contractor agrees to permit the County to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities, at all reasonable and proper times, with respect to the operation of the commissary services program in order to assure that each of the provisions of this agreement are being performed in a manner satisfactory to the Owner. The covenant applies locally and at the Contractor's Corporate Home Office.
- The Contractor will provide the owner, a complete and acceptable written Standard Operation Procedure Manual for the commissary services activities.
- The Contractor will at all times maintain an adequate staff of employees on duty for the efficient operation of a total commissary services operation.
- All contractor employees will possess appropriate State of Florida licenses, certifications or permits to perform the commissary services activity they are involved with. All Contractor employees will be appropriately dressed and present a neat, professional appearance. All Contractor employees will be physically fit for the duties to be performed, including good vision and hearing. All Contractor employees will be trained on the operation of correctional commissary services program by the Contractor prior to the assignment of said employee to said facilities. The Owner reserves the right to refuse approval of employment and to order termination of any employee or prospective employee or employees of the Contractor. The Contractor will replace any employee when requested to do so by the Owner.
- The Contractor will bear any loss resulting from dishonest acts on the part of its employees. The contractor will also bear the cost of any bank charges related to the trust fund account
- The Contractor and its employees will be responsible for reporting, in writing, any unusual events that may occur to the Owner via Okaloosa County Corrections Department.
- The Contractor may be required to meet with the Okaloosa County Corrections Department or the County Clerk of Court Finance unit, or external auditing staff at such place and time as designated by the County to solve problems and to initiate any change in operations for improvement of the commissary or fiduciary services operation.
- If applicable to the final contract, the Contractor and its assigned employees will be responsible for all supervision of the total commissary services operation.
- The Contractor will provide to the Okaloosa County Corrections Department Director for approval a written plan for key control and equipment control before commencing with said contract.
- No alterations will be made on the premises nor will additional partitions or fixtures be installed in said premises without the written consent of the County.
- The Contractor will not remove or permit the removal from the premises of any of the fixtures and equipment owned by the Owner nor will it remove any equipment furnished by the Contractor to replace County's equipment lost, damaged, or destroyed.
- No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed, or affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the County and approved in writing by the Okaloosa County Corrections Department Director.
- The Contractor will not permit gambling or unlawful practices of any kind on the premises.
- No alcoholic, spirituous, vinous, or fermented beverages will be stored, permitted, or sold on the premises. This will include liquors, malts, brewed beverages, and wine.

- The Contractor agrees to incur the cost for all commissary services purchased from other vendors as a result the Contractor's failure to provide adequate service for a temporary period as determined by the County during the term of this award. This also includes any bank surcharges for the inmate trust fund bank account.
- Contractor shall accept no responsibility for security at the Okaloosa County Corrections Department or for the custody of any inmate at any time, such responsibility being solely that of the Okaloosa County Corrections Department.
- The Contractor shall be responsible for purchasing, receiving, storage and inventory control of all items necessary for uninterrupted service and for sufficient quantities to meet the needs of inmates.
- The Contractor shall be responsible for assuring that the correct merchandise is ordered and that deliveries are made to correspond with appropriate schedules and security measures. Okaloosa County Corrections Department Administration may require advance notification of deliveries.
- The Contractor shall be responsible for providing printed order forms and current listing of items offered.

### **OPTIONAL SERVICES WHICH MAY BE INCLUDED IN THE OFFEROR'S PROPOSAL**

*Note: Inability to offer any optional services is not a factor for disqualification. All proposals will be considered based on the vendor's ability to provide commissary and fiduciary service.*

#### **Packages**

In addition to approved commissary items, the vendor should describe any booking packages, holiday packages or other specialty packages offered and delivered with same delivery schedule and commission rate.

#### **Automated Resident Payment Services**

The vendor will describe any automated resident automated payment options which may be available to the facility. This should include literature and service requirements and detail any costs to Okaloosa County Corrections Department. The proposed payment options must be fully integrated with the resident banking software owned, written, and supported by the client. Vendors will be required to provide references where these are installed.

#### **Cost Recovery Components**

The vendor must describe in detail the capabilities of the proposed system implement an effective cost recovery program. The vendor will provide information regarding how other facilities have implemented a cost recovery program and the projected financial impact this will have to Okaloosa County Corrections Department. The Offeror will provide examples of other facilities within the state of Florida who have implemented similar cost recovery programs.

#### **Automated Resident Collection Services**

The vendor must list any automated collection services that they have to offer and detail any costs that are associated with this service. They must include the capability of providing a booking unit kiosk that allows residents to secure their own funds at the time of booking. The capability of providing a lobby kiosk that allows the public to add funds to an inmate financial account without the assistance of Okaloosa County employees.

#### **Automated Self Service Solutions**

The vendor must list any self service solutions that they have to offer and detail any costs that are associated with this service. The solutions must be funded through the commissary operation. They must include the capability of providing a housing unit kiosk that allows residents to access their account history and place commissary orders. The housing kiosk unit must have the capability to process resident orders and the vendor must provide an integrated solution that allows the facility staff to respond electronically.

#### **Additional Services**

The vendor will provide highlights of additional services or offerings available from the vendor which will benefit Okaloosa County Corrections Department. The vendor will describe the services and the benefits that will be derived from implementing the proposed services. The vendor will only submit services and software products that

are currently available and in use at another correctional facility. The vendor will include any costs associated with the additional hardware or services.

## **PRICE SCHEDULE**

The prices quoted should separate the cost(s) to the County for applicable supplies and applicable labor.

Specify the market cost for commissary items the Contractor proposes to sell the inmates.

Specify the commission rate.

Disclose all banking fees assessed to the County, inmates and external users.

## **EVALUATION OF PROPOSALS**

In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

Each proposal will be evaluated on the content of the Offeror's proposal, i.e., the burden of information clarification and research rests solely on each Offeror's effort and will be considered a reflection of interest and efficiency.

During the review process, the review committee shall have the right to request from Offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an Offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

The County reserves the right to contact an Offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Offeror that is deemed appropriate and would assist in the evaluation.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

## **EVALUATION CRITERIA**

The County intends to award a contract resulting from this Request for Proposal to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Proposals will be reviewed and evaluated by the review committee based upon the evaluation factors which are listed below in the order of their relative importance:

1. Overall qualifications and experience of the firm in correctional facilities. Successful prior experience performing projects similar in scope and volume. Qualifications and experience of the proposer's personnel who will be assigned to the project. Reputation for business ethics and history of fulfillment of contractual obligations. Feedback from References. Consideration will be given to Offerors who have delivery warehouses within closest range (25%).
2. Capabilities of the Inmate Trust Fund Accounting Software provided by Proposer; and completeness of reporting and accounting capabilities (25%).
3. Commission Rate/Other Revenue or Cost associated with products and services described in the scope of work (20%).

4. Proposal content and its responsiveness to the RFP. Demonstrated understanding of the scope and objectives, technical approach and work plan (15%).
5. Technical capability of Proposer to train and support software and total commissary services (15%).

### **BASIS FOR AWARD**

An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Review Committee. This committee will then conduct a final evaluation of the offerors. The Review Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Review Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Review Committee will make appropriate recommendation(s) to Okaloosa County Board of County Commissioners prior to actual award of contract.

### **ORAL PRESENTATIONS**

Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Purchasing Manager require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

### **CONTRACTING**

Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County and the successful offeror after the proposal opening may also be incorporated into the contract.

### **AMENDMENTS**

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

### **COUNTY RESPONSIBILITY TO PROPOSAL**

This Solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the

RFP, the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

## **TERMINOLOGY**

The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

## **PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

Section 112.313 of the Florida Statutes states, in part, no public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

## **PROPRIETARY/CONFIDENTIAL INFORMATION**

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Florida public record statute 119.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

*MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE FLORIDA PUBLIC RECORDS STATUTE.*

## **OWNERSHIP OF MATERIAL**

All proposals submitted in response to this document become the property of the County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

## **DISCUSSIONS/NEGOTIATIONS**

By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Purchasing Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Purchasing Office.

## **MINIMUM QUALIFICATIONS**

The County reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning Offeror qualifications shall be final.

**GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.

2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

## **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, 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 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. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

## **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

## **INSURANCE 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><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim
6.	Professional Liability (E&O)	\$1,000,000 per claim

### **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**

Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. 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.

## **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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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 employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

## **GENERAL PROPOSAL CONDITIONS**

### **PRE-PROPOSAL ACTIVITY**

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

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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.

### **PREPARATION OF PROPOSAL**

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents 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.

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.

### **INTEGRITY OF PROPOSAL DOCUMENTS**

Respondents shall use the original Proposal documents 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 documents if sufficient space is not available. Any modifications or alterations 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.

### **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. 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 is not a next day delivery site for overnight carriers.

### **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 security may be returned. Thereafter, if the work is re-proposal, 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.

### **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE**

All proposals will remain subject to acceptance or rejection for ninety (90) 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.

### **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.

### **APPLICABLE LAWS & REGULATIONS**

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.

### **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 Local, State or Federal Government on its barred/suspended vendor list.

### **AWARD OF CONTRACT**

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The 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.

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.

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.

### **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.

#### **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.

#### **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.

#### **REORGANIZATION OR BANKRUPTCY PROCEEDINGS**

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### **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 to the Owner any additional information and financial data for this purpose as the County may request.

#### **CONE OF SILENCE**

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) 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 from the date of advertisement until award of contract.

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

#### **REVIEW OF PROCUREMENT DOCUMENTS**

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

#### **COMPLIANCE WITH FLORIDA STATUTE 119.0701**

The Respondent shall comply with all the provisions of section 119.0701, 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.

### **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.

### **AUDIT**

If requested, Respondent shall permit the County or 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 three (3) years after the expiration of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION**

Respondent shall 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.

### **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.

### **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.

### **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

### **ADDITIONAL REQUIRED DOCUMENTS**

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System Award Management Form
- H. Addendum Acknowledgement
- I. List of References
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List
- M. Certificate of Good Standing for State of Florida-See above\*

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'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, 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, 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)

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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 Securities 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.

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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.: \_\_\_\_\_

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

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 \_\_\_\_\_ 2020 hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

\_\_\_\_\_  
Email

COMPANY DATA

Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

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

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Respondent's License #: \_\_\_\_\_

Respondent's DUNS #: \_\_\_\_\_

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

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_



1. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

2. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

3. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

4. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

5. Owner's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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.: \_\_\_\_\_

**INMATE TELECOMMUNICATIONS FOR OKALOOSA COUNTY DEPARTMENT OF  
PUBLIC SAFETY CORRECTIONS  
RFP COR 48-20  
RANKING SHEET**

<b>RANKING CRITERIA</b>			
Capabilities of the Inmate Trust Fund Accounting Software provided by Proposer; and completeness of reporting and accounting capabilities (25%).			
Overall qualifications and experience of the firm in correctional facilities. Successful prior experience performing projects similar in scope and volume. Qualifications and experience of the proposer's personnel who will be assigned to the project. Reputation for business ethics and history of fulfillment of contractual obligations. Feedback from References. Consideration will be given to Offerors who have delivery warehouses within closest range (25%).			
Commission Rate/Other Revenue or Cost associated with products and services described in the scope of work (20%).			
Proposal content and its responsiveness to the RFP. Demonstrated understanding of the scope and objectives, technical approach and work plan (15%).			
Technical capability of Proposer to train and support software and total commissary services (15%).			
<b>TOTAL POSSIBLE – 100 PTS</b>			

**COMMITTEE MEMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

## **DRAFT CONTRACT**

**Please note: this contract is a draft for bidder to view and understand the County's standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.**

### **EXHIBIT "A"**

To be inserted later once submittals have been made- Request for Qualifications and Respondents Acknowledgement solicited for **Commissary and Fiduciary Management Services for the Okaloosa County Corrections Department** date of opening xxxxxx at x:00 P.M. and any addendums thereto.



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**

**AND**

**CONTRACT ID**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS,** the County is in need of a contractor to provide \_\_\_\_\_ (“Services”); and

**WHEREAS,** pursuant to the Okaloosa County Purchasing Manual, the County issued an \_\_\_\_\_ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS,** Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS,** the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as further detailed below.

**NOW THEREFORE,** in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement \_\_\_\_\_ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;



**2. Services.** Contractor agrees to perform the following services,

\_\_\_\_\_.

The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin \_\_\_\_\_, and shall continue for a period of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ from the date of full execution of this Agreement, subject to the County’s ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled “Indemnification and Waiver of Liability” shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to \_\_\_\_\_, \_\_\_\_\_ renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

a. Contractor shall submit an invoice to the County upon \_\_\_\_\_. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:



- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor \_\_\_\_\_ (\_\_\_\_\_) days to cure such default. If the default remains uncured after \_\_\_\_\_ (\_\_\_\_\_) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.



**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise



provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<p><b>If to the County:</b></p>		<p><b>With a copy to:</b>          County Attorney Office          1250 N. Eglin Pkwy, Suite 100          Shalimar, FL 32579          (850) 224-4070</p>
<p><b>If to the Contractor:</b></p>		

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “C”.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**WITNESS:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
J.D. Peacock II, Clerk of Courts

BY: \_\_\_\_\_  
Robert A. "Trey" Goodwin, III., Chairman



**Attachment "A"**



**Attachment "B"**  
**Insurance Requirements**



**Attachment "C"**  
**Civil Rights Clauses**



## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



**Attachment "D"**  
**Scrutinized Contractors Certificate**