



INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

ITN TITLE:
Human Resources Information System for the Okaloosa County
Board of County Commissioners

ITN NUMBER:
ITN HR 31-20

<u>ISSUE DATE:</u>	March 2, 2020
<u>NON MANDATORY PRE-PROPOSAL MEETING:</u>	March 13, 2020 at 9:00 A.M. CST
<u>LAST DAY FOR QUESTIONS:</u>	March 17, 2020 at 3:00 P.M. CST
<u>ITN OPENING DATE & TIME:</u>	March 31, 2020 at 3:00 P.M. CST

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN 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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.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 BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

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

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS
ITN HR 31-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) March 31, 2020**, for **Human Resources Information System for the Okaloosa County Board of County Commissioners**.

Interested Respondents desiring consideration shall provide one (1) original hard copy and one (1) electronic copy on thumb drive of their Invitation to Negotiate (ITN) response with the Respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

A non-mandatory pre-bid conference will be held at **9:00 A.M.** local time on March 13, 2020 at the **Newman C. Brackin Building, 302 N. Wilson Street, 3rd Floor, Crestview, FL 32536**. If you are unable to attend, you can call in using the following instructions: Dial 850-306-2101-wait for dial tone and enter 6966##.

Please RSVP to Purchasing Department at least 24 hours prior to the meeting date and time.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 P.M. (CST) March 31, 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 "**Human Resources Information System for the Okaloosa County Board of County Commissioners.**" 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 quote and 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:

**Human Resources Information System for the Okaloosa County
Board of County Commissioners
ITN HR 31-20**

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview FL 32536

Jeff Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin III, Chairman

SECTION I

INVITATION TO NEGOTIATE REQUIREMENTS

ITN #: ITN HR 31-20

ITN ITEM: Human Resources Information System for the Okaloosa County Board of County Commissioners

- A. **BACKGROUND:** The Okaloosa County Board of County Commissioners (“Board”) is seeking a comprehensive human resources information system (“Solution”) for all Board employees. The Board currently requires employees to complete bi-weekly paper timesheets.

The Board has approximately 1000 employees working in various capacities to include corrections and other public safety functions, traditional office staff, and various field staff. In addition, the Board has oversight for 24/7 operations of three airports, a water & sewer utility, emergency medical services and a jail facility. The Board employs some individuals who may not be either familiar or comfortable in the operation of a computer or do not have daily access to a computer. In addition, the Board employs many individuals who either all report to a central location at a specific time (up to 50 employees at one time) or report to a remote location where equipment is staged around the County.

Within the Board, there are multiple departments/divisions with offices and stations located throughout the entire county. The following are the functions by name.

DEPARTMENT
Airports
Board
Beach Safety
Choctaw Bay Estuary
Corrections
County Administrator's Office
County Extension
Court Services
Emergency Management
Emergency Medical Services
Engineering
Facility & Parks Maintenance
Fleet Operations
Grants Administration
Growth Management
Human Resources
Information Technology
Law Library
Library
Mosquito Control

Office of Management and Budget
Purchasing
Risk Management
Road
Stormwater
Supervisor of Elections
Tourist Development
Traffic Operations
Transit
Veterans' Service Office
Waste Resource Management
Water & Sewer

The Board’s technology is standardized on premise enterprise implementations of Windows server, active directory, and desktop and software environments. The county owns and operates a high capacity fiber optic wide area network, maintains VMware centric geographically diverse county datacenters, and generally supports the latest I.E, Chrome, and Firefox browsers. The county also maintains a comprehensive DMZ.

B. SCOPE OF SERVICES: The Board is seeking a comprehensive human resources information system solution (“Solution”) for all Board employees. The proposed solution must integrate with Superion/Sungard eFinancePLUS for payroll purposes.

The “Respondent Checklist” listed as “Attachment 1” identifies selected key features, functions and capabilities that the Board is seeking from the new Solution. The Respondent shall indicate compliance with each requirement to enable the Board to evaluate the proposed Solution.

In summary, the Board expects that the Respondent understands the following, and the Respondent’s Scope of Services should include, at a minimum:

1. A general discussion of the Respondent’s understanding of the overall project, a description of the major components or phases of services, and the expected time of completion for each component proposed.
2. A Technology overview should include common components such as: architecture, system requirements, cloud or premise services and recommendations, extensibility, interoperability, interfaces or integrations with third party providers, supported API’s, data dictionary and general database access, automated workflows, scalability, security (communication, application, data, compliance), other related security, HIPAA, PII, policies and procedures to prevent unauthorized access, auditing, analytics, and mobile solutions. Test environments provided or recommended. WCAG 2.0 AA accessibility standards for all public facing components and strategy to ensure compliance. Cloud solutions must utilize SSO. Okaloosa County uses ADFS 3.0 with SAML 2.0 and WS Federation Services. Any other third party solutions would need to be authorized and approved in advance by IT. Premise solutions must be fully integrated with Active Directory.

3. The Clerk of Court “Clerk”, which is a separate constitutional office, processes payroll for the Board. The Solution may include a payroll module but at the least must integrate on the back end with the Clerks existing eFinancePLUS solution. A description of how and to what extent the Solution integrates with eFinancePLUS premise and/or cloud based HTML5 (as the Clerk plans to migrate their eFinancePLUS premise solution to the cloud spring of 2020), OnBase, TeleStaff, PowerDMS and Microsoft Office and Exchange, including versions and configuration and customization issues.
4. A description of the software products or modules, licensing options, any customization, operating system and database, and any third party software products included in the response that are necessary to achieve the Board’s need for a comprehensive human resources information system solution. Respondent may include any software product modules, third party software, or hardware in its response that are value-added or optional to be provided by the Respondent to the Board.
5. A description of the standard and ad-hoc report features offered by the proposed solution.
6. Methodology and frequency for software upgrades and update releases, and services associated with maintaining the software, including the option to load annual enhancements and upgrades via the web.
7. Respondent’s source code policy, if any.
8. Description of any post-implementation and ongoing support for the human resources information system, including any levels of support available and which level is being proposed for the Board. Include telephone support information (hours of operations, physical location(s) and time zone(s)), online capabilities (e-mail and/or online, web-based community forum options); as well as problem reporting, resolution and escalation procedures, response times for the levels of severity and other support that may be available (online help, knowledgebase, user groups, conferences, etc.).
9. Services that shall include installation of software, project management, implementation, data conversion (if applicable), integration and interface development, system acceptance testing, training, disaster recovery, warranty, ongoing support and maintenance services and documentation. It is preferred that the Respondent’s own staff and not third party providers provide all of these services. Responses should indicate whether the implementation process is to be completed by the proposed provider or contracted through third party.
10. All hardware required to operate the proposed “Solution” in an optimal environment. The Board may choose to purchase any hardware needed through a separate procurement process.
11. Costs related to use of the system should reflect annual cost to include the methodology on how costs are derived (e.g., per full-time employee, per employee actions, etc.). Cost break down should also indicate any implementation fees for first year in addition to standard yearly usage cost. Any updates, support services, or supplemental related fees associated with system use or optimization should be identified as well as any anticipated or trended cost increases over the time of the proposed contract term.
12. Data breach protocol and/or policy.

C. **RESPONSE FORMAT AND ORGANIZATION:** To facilitate the analysis of responses to this ITN, the Respondent is required to prepare their proposals in accordance with the instructions outlined in this section. Respondents must respond in full to all sections and follow the format (section numbering, etc.) in their responses. All parts, pages, figures, and tables should be numbered and labeled clearly. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

1. TABLE OF CONTENTS: The Table of Contents should include a clear identification of the material by section and page number.
2. EXECUTIVE SUMMARY (SECTION 1): In this section of the response should include a general discussion (not to exceed four (4) pages) of the Respondent's overall understanding of the project and how the proposed solution will meet the Board's critical business needs. The summary should contain as little technical jargon as possible and should be oriented toward non-technical staff.
3. CORPORATE OVERVIEW (SECTION 2): Respondents must provide information about their company so that the Board can evaluate the Respondent's stability and ability to support the commitments set forth in the response. Information that Respondents should provide in this section is, but is not limited to:
 - a. Software experience.
 - b. Company overview, including a brief history of the company.
 - c. Financial stability and resources to implement software.
 - d. Industry awards and recognition.
4. SOLUTION OVERVIEW (SECTION 3): The Respondent should provide a description of the proposed application software, and include any essays and product descriptions.
5. FUNCTIONAL REQUIREMENTS (SECTION 4): Respondents should use the spreadsheet format provided and add explanatory details as necessary in the Comments column. Respondents must use one code only per requirement. The following answer key must be used when responding to the requirement (See attached document for help in completing the following):
 - a. Y = Yes, out of the box.
 - b. N = Not planned.
 - c. C = Customization.
 - d. TP = Third Party Product – Please indicate the name of the Third Party Product in the appropriate field in the comments column.
6. TECHNOLOGY (SECTION 5): The Respondent is required to provide a general description of the application program product and how it will meet the Board's requirements.
 - a. Architecture. Delivery method for the proposed solution (on premise or Respondent hosted Software-as-a-Service, provide options for both if available).
 - b. System requirements, including OS, VMware, server, client and mobile, etc.
 - c. Mobile solutions and requirements.
 - d. Supported API's, data dictionary and general database access.
 - e. Automated workflows.
 - f. Scalability and expansion of devices.
 - g. Security (communication, application, data, compliance), other related security, HIPAA, PII, policies and procedures and security controls to prevent unauthorized access.
 - h. Logs and Auditing.
 - i. Test environments provided or recommended.

- j. WCAG 2.0 AA accessibility standards for all public facing components and strategy to ensure compliance.
- k. Describe supported SSO. Cloud solutions must utilize SSO. Okaloosa County uses ADFS 3.0 with SAML 2.0 and WS Federation Services. Any other third party solutions would need to be authorized and approved in advance by IT. Premise solutions must be fully integrated with Active Directory.
- l. Describe how credentials, roles, groups, and permissions are managed within the application(s) and back end databases and related administrative processes.
- m. Describe any disaster recovery services provided or proposed by the Respondent.
- n. Describe future development/technology direction and/or development initiatives.
- o. Data breach protocol and/or policy.
- p. How and to what extent the Solution integrates with eFinancePLUS premise and/or cloud based HTML5 (as the Clerk plans to migrate their eFinancePLUS premise solution to the cloud spring of 2020), OnBase, TeleStaff, PowerDMS and Microsoft Office and Exchange, including versions and configuration and customization issues.

7. CUSTOMIZATION AND INTERFACES (SECTION 6):

- a. Describe the Respondent's approach and methods for extensibility, interoperability, interfaces or integrations with third party providers.
- b. Describe the process for requesting software customization. How are requested changes in functionality prioritized by the Respondent?

8. REPORTING (SECTION 7):

- a. Describe the reporting capabilities of the proposed system.
- b. What is the Respondent's proposed custom report writer and does the Respondent provide a library of customizable reports?
- c. Analytics.
- d. Does the Respondent offer a library of standard reports?
- e. What report services does the Respondent offer?
- f. Describe the business intelligence reporting features included.
- g. Does the Respondent offer a report writing service?
- h. Are there costs associated with this service?

9. IMPLEMENTATION (SECTION 8): The Respondent is expected to provide information about the following services included which should be included in the proposed implementation project. These items represent the required information. The Respondent should not feel constrained to only address these areas if they feel that additional elements may add value to the overall evaluation of the Respondent's response to the Board.

- a. Implementation Methodology (Section 8.1):
 - i. Describe how the Respondent transitions from the sales cycle to the implementation phase.
 - ii. Provide a comprehensive description of the Respondent's methodology for implementing the proposed software solution.
 - iii. Will third party resources or contractors be utilized during this project?
 - iv. How many new client implementations did the Respondent perform in each of the past three (3) years? How many of those included new client implementation for public sector organizations? How many of those included new client implementations with Superion/ Sungard/ Central Square eFinancePLUS?
 - v. What level of guarantee does the Respondent offer to insure the quality of implementation services delivered?

- b. Project Management Methodology (Section 8.2):
 - i. Provide Respondent's approach to Project Management and the governance of the proposed implementation project.
 - ii. Describe how Respondent intends to manage the project materials that are produced during the proposed project.
 - iii. Describe the project management resources that will be assigned to the Board's project.
 - iv. Describe the roles and responsibilities of both the Respondent and the Board project managers as proposed.
 - v. Describe the number and credentials of staff currently employed focused exclusively on public sector software.
 - vi. What percentage of Respondent's project managers are certified Project Management Professionals (PMP)?
- c. Project Timeline (Section 8.3):
 - i. Describe how the project schedule will be developed to meet the Board's goals while minimizing project risk and any impact to current county operations.
 - ii. What factors help determine the appropriate implementation project phases and project schedule?
 - iii. Provide a sample project plan for implementing the proposed system. Include all major project activities, tasks, milestones, and resources with the appropriate dates and dependencies.
- d. Project Staffing (Section 8.4):
 - i. Describe the proposed project resources that will likely work with the Board during the implementation project.
 - ii. Provide key roles and responsibilities for the identified Respondent resources within the overall project.
 - iii. Describe the proposed project resources that will work with the Respondent during the implementation project.
 - iv. Provide resumes for proposed project personnel likely to be assigned to the Board's project.
- e. Data Conversion (if applicable) (Section 8.5):
 - i. How does the Respondent assist the Board to determine what data, if any, will be converted into the new system?
 - ii. Explain how the costs (if applicable) associated with data conversion are determined.
- f. Training (Section 8.6):
 - i. Describe the Respondent's approach to training the Board on the proposed system.
 - ii. Identify the types and length of training that will be offered to the Board resources. Specifically IT staff, core users, management and end users.
 - iii. Indicate the options for on-site, off-site and remote training services.
- g. Testing (Section 8.7):
 - i. Describe Respondent's approach to testing throughout the proposed project.
 - ii. Describe testing activities for each of the following testing types:
 - 1. System Testing.
 - 2. Static Environment/System Design Testing.
 - 3. Integration Testing.
 - 4. Parallel Process Testing.
 - 5. User Acceptance Testing.
- h. Documentation (Section 8.8):
 - i. Describe the help features that are built into the proposed software.

- ii. Describe what documentation is included with the proposed project. Specifically address User Guides, Technical Guides, Training Materials, and System Documentation.
- iii. Identify any restrictions on the Board's use of all documentation.
- i. Reporting (Section 8.9):
 - i. Describe how the Board's reporting needs are identified and developed during the implementation project.
- j. Go Live Support (Section 8.10):
 - i. Describe the Respondent's approach to preparing the Board's transition to Live Processing.
 - ii. Describe the Respondent's support of the Board during the Go Live.
 - iii. Identify the type and level of Post Live on-site support that the Board's project team will provide to the Board.

10. SUPPORT AND ONGOING SERVICES (SECTION 9):

- a. Transition to Support (Section 9.1):
 - i. Describe the process of preparing the Board for Live Processing.
 - ii. Describe the role of the Respondent's Support Department in this process.
- b. Support Hours & Availability (Section 9.2):
 - i. Provide the hours, phone number, location and nature of the Respondent's telephone support services.
 - ii. Describe all methods for contacting and connecting with the Respondent's product support.
- c. Support Features & Approach (Section 9.3):
 - i. Define what services are covered by the Respondent's maintenance contract.
 - ii. Are there additional charges associated with periodic releases and future functionality beyond the annual maintenance contract?
 - iii. Does the Respondent publish a product version life cycle?
 - iv. Does the Respondent offer operational and database support?
- d. Priorities & Escalation (Section 9.4):
 - i. Define the support call priority levels, the criteria used to determine the priority, and the response times associated with each level.
 - ii. Does the Respondent allow for escalation of support calls?
 - iii. Explain the call escalation procedure.
- e. Upgrades, Fixes, Releases (Section 9.5):
 - i. Does the Respondent publish a product release life cycle?
 - ii. Explain the timing and nature of the Respondent's product release schedule.
 - iii. How are new versions of the proposed software deployed at the Board?
 - iv. How quickly are changes in federal and state laws reflected in upgrades?
 - v. Who is responsible for installing these upgrades?
 - vi. Are there costs associated with the upgrade process?
 - vii. How are bug fixes and product enhancements delivered and loaded into the Board's environment?
 - viii. Can these items be tested prior to impacting the production environment?
- f. Support Tools (Section 9.6):
 - i. Does the Respondent provide and maintain a customer-only support website with tools and features to assist the Board?
 - ii. Does the Respondent provide and maintain a searchable knowledgebase of product support materials for the Board?

- iii. Does the Respondent provide and maintain an electronic forum for collaboration between customers and employees?
- iv. Does the Respondent facilitate and manage local, regional, and national user groups?
- v. Provide information about the location, frequency, and value of these groups.

11. SCOPE OF SERVICES (SECTION 10): This section of the response should include a general discussion of the Respondent's overall understanding of the project and the scope of work proposed.

12. CLIENT REFERENCE (SECTION 11): Please provide at least five (5) public sector client references for whom the Respondent has implemented a human resources information solution during the past six (6) years. At least one (1) of the references should be similar in size to the Board and have a similar implementation scope. Each reference should include the following:

- a. Organization name.
- b. Contact name(s).
- c. Contact e-mail address.
- d. Address.
- e. Telephone and fax numbers.
- f. Dates of service (start/end).
- g. Scope of work (brief description).
- h. Implementation details:
 - i. Name and version of the software implemented.
 - ii. Brand and model of the hardware implemented.
 - iii. Number of pay and leave categories.
 - iv. Average number of employees processed for each payroll period.
 - v. If software was a web-based application.
 - vi. If software provided for flexible scheduling.

D. **COMPETITION PROCEDURES**: The Invitation to Negotiate (ITN) is a competitive negotiation process that is used when Okaloosa County deems it in their best interest to negotiate with offers to achieve "best value". A short list of Respondents will be asked to participate in concurrent negotiations. Okaloosa County reserves the right to create a short list of Respondents to whom the County wishes to enter negotiations.

E. **PROCEDURES**:

1. RSVP attendance of Pre-Proposal Meeting NLT **March 13, 2020 at 9:00 A.M.** local time by sending an email to dmason@myokaloosa.com.
2. Pre-Proposal Meeting to be held at **New C. Brackin Building, 302 N. Wilson St., 3rd Floor, Crestview, FL 32536.**
3. After the Pre-Proposal meeting send your remaining questions to Okaloosa County Purchasing, to dmason@myokaloosa.com.
4. Receipt of Responses and RChecklist. Send responses to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Responses received after the deadline will not be reviewed.
5. Public opening and listing of all responses received.

6. An Evaluation Committee shall meet to evaluate each response in accordance with the requirements of this ITN.
 7. A short list of Respondents may be selected to go forward into final evaluation.
 8. Once the short list of Respondents is selected, further information may be desired and clarifications sought on responses.
 9. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on-site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the **determined at a later date and provided to the vendors..**
 10. Negotiations will be conducted with best & final offers requested and reviewed.
 11. The Evaluation Committee shall recommend to the Board of County Commissioners the response or responses acceptance of which the Evaluation Committee deems to be in the best interest of the County.
- F. **EVALUATION OF RESPONSES:** The selection of a Respondent to provide the Board's human resources information system solution will be based on the criteria described below. The Respondent's submission will include the Respondent Checklist. This is provided as a supplemental document with the ITN. The response should address the following areas:
1. **Functional & Technical (35 points):**
 - a. Design, capability and functionality of system and application software as determined by the evaluation team and as outlined in the Scope of Services, including the ability for Solution to be a self-hosted solution or a Respondent hosted SaaS solution.
 - b. Level of integration between applications and demonstrated interfaces with external systems/devices, as well as whether or not the Respondent will provide all proposed core requested applications or will provide one or more of these applications with a third-party vendor solution.
 - c. Capability, design, reliability, warranty, and expandability of proposed hardware.
 - d. Quality and extent of documentation to be provided.
 2. **Implementation Support (25 points):**
 - a. Feasibility, timeliness and quality of software implementation process, schedule and conversion plans (if applicable). Includes level experience, training and certification of Respondent's implementation staff.
 - b. Number of hours and extent of user training provided by Respondent staff.
 - c. Level of assistance to be provided to the Board by the Respondent during the implementation process as part of the contract.
 3. **Experience & Vendor Relationship (15 points):**
 - a. Experience with human resources information system development, implementation and support, as well as the Respondent's financial stability, length of time supporting public sector software solutions and resources. Includes Respondent's ability to embrace current technology, move Respondent's products forward technologically in a prudent way and

Respondent's vision for the Solution proposed for the Board. Please provide five (5) references on the provided form.

- b. Respondent's experience, stability and technical expertise of staff. Includes number of staff currently employed by Respondent who are focused exclusively on public sector software.
- c. Respondent's quality and depth of references.

4. **Post-Implementation Support (10 points):**

- a. Level of service and responsiveness that the Respondent commits to providing to the Board after implementation, including support services, online customer forum capabilities, local user groups, and Respondent sponsored conferences.
- b. Respondents ability to provide regular and consistent enhancements, maintenance and software upgrades on an annual basis, at no or reasonable cost to the Board outside of the Board's annual maintenance fee. Favorable weighting will be given to Respondents who embrace a philosophy of minimally-disruptive, perpetual upgrades.

5. **Cost (10 points):**

- a. Costs associated with purchasing, implementing, and integrating software solution with County, as well as ongoing license/subscription maintenance and support costs after the proposed system is rolled out. When providing you cost, please specify how it was determined. We need to know it is by employee or module. We also need to know if you have a suite option or if everything is a la carte.

6. **Response Adherence (5 points):**

- a. Adherence of the response to the format specified herein; all required information must be provided as indicated herein; completeness of response.

G. NEGOTIATION PROCESS:

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. Responses will include the Respondent Checklist. The Respondent Checklist document is provided as a supplement document to this ITN. References will be provided within your response using the specified format in this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Responses section. Selected Respondents chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents will be expected to provide responses in writing to questions or requests of clarification from the Okaloosa County Purchasing Department.
3. As a part of the evaluation process, the evaluation committee will schedule presentations from the short-list of Respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list Respondents. Respondent(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.
4. Presentations will require Respondent(s) to present information related to the product, implementation, configuration and services. Failure of a Respondent to furnish the product(s) and/or service(s) to meet the Board's specified requirements during the demonstration may result in rejection of the Respondent's response. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the Board. Any product(s) and/or services(s) furnished by the Respondent for the purposes of demonstration must be identical with those addressed in the response and the resultant contract. Samples of product(s) and/or service(s)

presented to the evaluation committee will be returned to the Respondent(s) upon posting of the intent to award on BidNet's Florida Panhandle Purchasing Group website.

H. TERM OF CONTRACT: Subject to adequate funding, the initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

I. RENEWAL OPTION: Subject to adequate funding, the contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

J. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP	02 March 2020
Non-Mandatory Pre-Proposal Meeting	13 March 2020 at 9:00 A.M.
Questions from potential proposers due	17 March 2020
Issue Addendum (if necessary)	20 March 2020
Proposal Response Due	31 March 2020
Review Committee Meeting	Week of April 13
Short list Announcement	17 April 2020
Oral Presentations (if necessary)	Week of April 27
Intent to Award Issued	1 May 2020
Board Approval by	June 2020

SECTION II
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.

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>LIMIT</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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless 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.

SECTION III

GENERAL PROPOSAL CONDITIONS

1. 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
(850) 689-5960

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

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

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.

2. **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.

3. **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 wish to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.
4. **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.

5. **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.

6. **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.
7. **IDENTICAL TIE PROPOSALS** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **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.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the Respondent to comply with these provisions will result in Respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **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.
13. **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.

14. 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.

- 15. PAYMENTS** – The Respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 101 E. James Lee Blvd, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. 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.

17. **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.

18. **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.

19. **COMPANY DATA AND ENROLLMENT IN SAM.GOV**- Prospective Respondents shall provide all company data requested by County and shall be registered in the SAM.gov database prior to award of a contract or agreement, except for

- a. Purchases under the micro-purchase threshold (\$3,500);
- b. Contracts to support unusual or compelling needs

Note: For Respondent's convenience, requested information forms are enclosed and made a part of this package.

20. **DEBARMENT AND SUSPENSION** - (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

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

21. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

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

22. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish any additional information and financial data for this purpose as the County may request.

23. CONE OF SILENCE CLAUSE –

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitations to Negotiate) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.
Each competitive solicitation shall provide notice of the cone of silence requirement.

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

- 24. REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 25. 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.
- 26. EQUAL EMPLOYMENT OPPORTUNITY -** (As per Executive Order 11246) The Respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 27. 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.
- 28. 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.

29. **AUDIT** - If requested, Respondent shall permit the County or its authorized representative 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. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
30. **TITLE VI SOLICITATION NOTICE**- The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
31. **FEDERAL REGULATIONS**- The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which is expressly incorporated herein as part of the Agreement.

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. Company Data
- F. System of Awards Management
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Governmental Debarment & Suspension
- J. Vendors on Scrutinized Companies List
- K. Indemnification and Hold Harmless
- L. Recycled Content Form
- M. References

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

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)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL : _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE CLAUSE

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.

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

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director 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.

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(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 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 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) Trade style, 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 timely manner, the Contracting Officer may 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: _____

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

LOBBYING - 31 U.S.C. 1352, as amended

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 influencing or attempting to influence 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
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.

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 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.: _____

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

LIST OF REFERENCES

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: _____

Contract Person: _____ Telephone # (_____) _____

Email: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

SECTION V

PROPOSAL EVALUATION

Note: The scoresheet for the evaluation of Respondent proposals is provided as a courtesy.

PROPOSAL#: ITN HR 31-20

Date Submitted: _____

PROPOSAL TITLE: HRIS System for the Okaloosa County Board of County Commissioners

QUALIFICATIONS	POINTS
Functional & Technical (35 points): <ul style="list-style-type: none"> • Design, capability and functionality of system and application software as determined by the evaluation team and as outlined in the Scope of Services, including the ability for Solution to be a self-hosted solution or a Respondent hosted SaaS solution. • Level of integration between applications and demonstrated interfaces with external systems/devices, as well as whether or not the Respondent will provide all proposed core requested applications or will provide one or more of these applications with a third-party vendor solution. • Capability, design, reliability, warranty, and expandability of proposed hardware. • Quality and extent of documentation to be provided. 	
Implementation Support (25 points): <ul style="list-style-type: none"> • Feasibility, timeliness and quality of software implementation process, schedule and conversion plans, if applicable. Includes level experience, training and certification of Respondent's implementation staff. • Number of hours and extent of user training provided by Respondent staff. • Level of assistance to be provided to the Board by the Respondent during the implementation process as part of the contract. 	
Experience & Vendor Relationship (15 points): <ul style="list-style-type: none"> • Experience with time and attendance application development, implementation and support, as well as the Respondent's financial stability, length of time supporting public sector software solutions and resources. Includes Respondent's ability to embrace current technology, move Respondent's products forward technologically in a prudent way and Respondent's vision for the Solution proposed for the Board. • Respondent's experience, stability and technical expertise of staff. Includes number of staff currently employed by Respondent who are focused exclusively on public sector software. • Respondent's quality and depth of references 	
Post-Implementation Support (10 points): <ul style="list-style-type: none"> • Level of service and responsiveness that the Respondent commits to providing to the Board after implementation, including support services, online customer forum capabilities, local user groups, and Respondent sponsored conferences • Respondents ability to provide regular and consistent enhancements, maintenance and software upgrades on an annual basis, at no or reasonable cost to the Board outside of the Board's annual 	
Cost (10 points) <ul style="list-style-type: none"> • Costs associated with purchasing, implementing, and integrating software solution with County, as well as ongoing license/subscription maintenance and support costs after the proposed system is rolled out. When providing you cost, please specify how it was determined. We need to know it is by employee or module. We also need to know if you have a suite option or if everything is a la carte. 	
Response Adherence (5 points): <ul style="list-style-type: none"> • Adherence of the response to the format specified herein; all required information must be provided as indicated herein; completeness of response. 	
Total (100-point scale)	

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) 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 by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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.
3. **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.
4. **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 sponsor or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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.



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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 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>If to the County:</p>		<p>With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070</p>
<p>If to the Contractor:</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.

CONTRACTOR:

Signature

TITLE: _____

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.*)

Respondent Checklist
 "Attachment 1"

This form is furnished as a convenience to those submitting responses. The format is also intended to aid in the comparative analysis of responses. Respondents shall provide a response to all items.

Category	Y	N	C	TP	Comments
Basic Employee Functionality					
Ability to establish availability status independent of clock in/out (i.e. meetings, training, etc.)					
Timecard approval status for all approval levels visible to employee for current and previous pay periods					
Custom broadcast messages/announcements on employee clock in/out screen					
Ability to split clock in/out transaction to multiple projects/jobs after clock in/out (can be handled at any time in an active pay period)					
Visual indicator on time card for:					
* schedule violations					
* overtime thresholds					
* missing punches					
Ability to duplicate timesheet from any previous history period					
Ability to copy rows on timesheet					
Time Summary View of timecard transactions with group by for:					
* Benefit/Leave Time Summary					
* Job/Project Costing Summary					
* Account Override Summary					
* Shift/Schedule Summary					
Leave Usage Summary Screen with ability to view by:					
* Approved Leave Requests					
* Declined Leave Requests					
* Pending Leave Requests					
* History of all Leave by Type Code					
Electronic Time Off Request with ability to require comment					
Electronic Hours Request for non-leave codes (i.e. overtime request, special events, etc.)					
Timesheet approval by transaction (i.e. ability to approve one transaction only, multiple or all transactions at once)					
Ability to set user preferences at login for:					
* UI Row colors					
* Records per page					
* Default pay codes for leave request and hours request					
* Default filters to use at login					
* Time card display settings					

Y: Yes, out of the box
 N: Not planned
 C: Customization
 TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
Supervisor Functionality					
Time Summary screen with ability to display overtime earned in custom cycle that does not correspond with pay period dates					
All employees color coded by status (i.e., clocked in - green; clocked out - red; etc.)					
Ability to view and approve the entire bi-weekly pay period at one time					
Supervisor approval audit screen with timestamp, initials etc. of each employee time card transaction					
Ability to temporarily assign direct reports to another supervisor					
Supervisor time card approvals by transaction for each employee (i.e., ability to approve one transaction only, multiple or all transactions at once)					
System Administration					
Ability to create custom data filters (based on security privileges)					
Help documentation embedded into web app					
Position Control (data tables linkage by position number)					
Employee Survey capabilities					
EEO Monitoring and reporting					
Exit interview functions/capabilities					
HR Analytics functions/capabilities					
Organizational chart capabilities (tied to position number/employee name to include auto update as employees move to new positions)					
Ability for seamless integration with tablets, mobile devices, e-mail, VoIP telephones, desktop PCs and POS devices					
<i>Master Files</i>					
Mass change options for employee master updates					
Position code master file with ability to:					
* Establish proxy positions (i.e., Corrections Captain can proxy for Corrections Sergeant)					
Pay Code/Leave Code Master with ability to:					
* Control which codes display on supervisor graphical time off calendar					
* Require a comment when pay code is used					
* Attribute availability status colors to be shown on screen when pay code is used					
* Establish minimum request amount for leave codes (i.e., time off must be taken in .25 hour increments)					
* Establish maximum negative amount of leave codes (i.e., leave can be used up to negative 8 hours)					
* Establish maximum accrued amount of leave codes (i.e., comp time maximum is 240 hours)					
<i>Policies & Rules</i>					
Ability to attribute multiple overtime policies to employees					
Ability to configure custom overtime periods that differ from pay period range					
Define (based on security) clock policies that allow employees to edit/charge the following attributes during clock in/out:					
* Account/Department overrides					
* Location overrides					
* Shift overrides					
* Job/Project/Work order					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
* Position code override					
* Pay code (i.e. employee can select on on-call pay code)					
Establish rounding policies and grace periods at each organizational level at the following intervals:					
* Round to nearest 15 minutes					
Salaried policies to define auto populated time for exempt employees:					
* Auto populate a defined amount of hours per day					
* Auto populate a defined amount of hours per week					
* Auto populate a defined amount of hours per pay period					
* Auto populate a defined amount of hours based on work schedule					
User Defined Field available					
Ability to establish default pay codes as the first item in drop down lists (i.e., display the most common used codes first)					
Ability to customize display format of master codes so that the code only is displayed, the code and description is displayed or the description only is displayed					
Ability to disable clock in/out functions all together and use timesheet entry					
Custom message to be displayed on all timecard approval screens (i.e., "I attest this time card is accurate to the best of my knowledge")					
Ability to customize fields displayed on timecard screens (i.e., display position codes, job costing, schedule code, etc.)					
Ability to disable start/end time on timesheet entry thus only requiring a total duration to be entered					
<i>Notifications (e-mail notifications for the following events)</i>					
Time off request submitted					
Time off request approved					
Time off request declined					
Time off request reset					
Schedule violation					
Time device error					
Time card modified after approval					
Work limit approach/exceeded					
Payroll Functions					
Ability to enter bulk transactions for any organizational level (i.e. generate 8 hours of "state of emergency leave" for employees in department 0104)					
Graphical Time Balancing Screen with visual indicators for the following:					
* Schedule violations					
* overtime thresholds					
* missing punches					
* Approval alerts for each approval level					
* Visual indicator for employees with zero hours					
Ability to lock pay period from changes during payroll processing					
Time history option to make edits/corrects to pay periods already processed (by security only)					
Established interface for Superior/Sungard eFinancePLUS payroll application					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
One button move to payroll option to send transactions from Solution to Superion/Sungard eFinancePLUS					
Payroll revert option to reverse the move to payroll					
Holiday schedule entry to pre-populate holiday time based on:					
* Pre defined hours per day					
* Populate holiday time based on a scheduled work hours					
Unlimited number of pay types, rates and allowances					
Manage hourly, daily, salary, basic pay, piece rates, directors pay					
Multiple pay rates for each employee					
Multiple, user defined, extra pay additions					
Manage multiple overtime rates (time and half, double time, retrospective overtime), shift rates, bonuses, sales commissions and allowances (unsocial hours, overseas, accommodation)					
Other payments and allowances, state: _____					
Amend employee pay rates at any stage of the payroll process					
Support flexitime					
Support 'cafeteria pay' or flexible pay packages, with employees choosing components of pay and benefits					
Individual or group / bulk pay raises					
Back pay awards, retroactive pay increases and calculations					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category		Y	N	C	TP	Comments
Scheduling						
	Unlimited shift and schedule templates					
	Ability to copy shift and schedule templates					
	Ability to future date schedule publishing's and manual publish immediate					
	Rotation patterns can be built out as far in advance as required					
	Site/Location codes can be attributed to shifts and filtered on roster screens					
	User defined fields can be attributed to shifts and filtered on roster screens					
	Shifts can directly populate time card					
	Scheduled vs. action time worked report					
<i>Schedule Calendar</i>						
	Graphical access for employees to view scheduled shifts, leave time, holidays, etc. on one calendar					
	Schedule calendar can be viewed by month, week, day, hour					
	Schedule calendar contains various filter views to be customized by user					
	Ability to integrate individual shifts to external calendar (i.e., Outlook)					
	Ability to generate leave requests directly from my schedule calendar					
	Leave balances are visible from my schedule calendar					
<i>Roster</i>						
	Ability to filter and group roster and display by:					
	* Employee					
	* Position					
	* Site/Location					
	* Schedule code					
	* Organizational levels (i.e., department)					
	* Pay code					
	* User defined field					
	* Employee(s)					
	System allows creation of ad-hoc shifts directly from roster (i.e., one time special shift)					
	System allow drag & drop of shifts between employees and/or calendar dates					
	System allows copy/duplicating shifts directly on roster					
	Roster highlights open shifts to be filled					
	System allows e-mail generation to employees directly from roster					
Employee Benefits/Benefits Administration						
	Support a wide range of employee benefits					
	Flexible, user definable plan eligibility, cover, premium payments					
	Support optional plan enhancements with additional premiums (from employee or employer)					
	Multiple employee (and retiree) health and welfare plans including:					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
- medical plans / medical insurance					
- dental plans					
- vision care plans					
- life assurance / accident insurance					
- disability plans: short term / long term disability plans					
- childcare / eldercare / family care					
Automated employee benefits management and administration					
Support an unlimited number of employee benefits plans, from simple to complex, cash and non cash					
Manage comprehensive benefits systems, tailored to company or employee needs					
Manage approved suppliers, rates, beneficiaries, spouses, dependents					
Manage salary sacrifice schemes					
Maintain multiple benefits details including: plan details, description, annual or monthly value, taxable value, whether taxable or non-taxable benefit, provider details and rates, beneficiary and dependents details					
Determine benefit eligibility based on user defined criteria eg specific employee groups, or grades / positions, configurable tests					
On screen alerts related to employee change actions that could impact benefits					
Email link for benefit selection and generate reports of employee current benefits					
Message encryption capabilities and/or ability to send/receive secure messages					
Ability to upload documents securely (electronic signature capability)					
Automated employee enrollment					
Enroll new employees in default benefits plans, until they have made their choices					
Employee Self-Service					
Routine HR administration tasks such as changing home address, home or work telephone number, emergency contact details, dependents, next of kin, marriage, name, births or adoptions					
Auto notification sent to others based on actions taken (e.g., HR, Finance, and Benefits)					
Administration for other life events eg changes in circumstances affecting benefits eligibility					
Common information uploaded to existing databases eg work telephone number to telephone directories or work location to organizational charts					
View employee's own employment history including salary and benefits details, promotions, dates, appraisals, training					
Update company property located at employee's home address or linked to employee					
View HR information eg:					
- conditions of employment					
- HR policies and procedures					
- employee information packs / handbooks					
- corporate policies on email, social media, blogging					
- management guidelines					
- guidance templates for changing personal information					
ESS - time and attendance tasks					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
Manage time sheets, working times for activities or projects					
Manage leave, PTO (paid time off) and other absences from work					
ESS - travel and expenses tasks					
Manage business travel requests and arrangements					
Manage employee expenses requests, approvals and payments					
Electronic Signature functionality					
On-line forms repository					
Employee Contact Information Directory					
ESS - payroll and benefits tasks					
Routine payroll administration tasks including:					
- verify salary and employment details					
- view and print pay slips, pay history, year end documents					
Manager Self-Service					
Access to ESS for whole of manager's department					
View / maintain, personal and department's information, any time, anywhere, 24/7					
Configurable levels of authorization eg for approval of employee requests					
Search for department employee by name or number					
Manage work tasks, work requests and delegation to include work flow designation/approval					
Set up or arrange team events, meetings					
Approve employee time sheets and expenses					
Absence analysis and control					
Approve employee holiday / leave / PTO and absence requests					
Ability to run leave use historical reports (to see who was off when in the past to include the type of leave taken)					
Travel approvals					
View departmental calendar of planned absences					
Sickness absence and analysis					
Nominate and / or approve training requests					
Access departmental employee payroll details - pay, benefits, non-cash items					
Request or perform salary reviews and pay increases, for individual or groups of employees, either in review periods or on an ad hoc basis					
Recruiting					
Sourcing candidates					
Candidate sourcing management to include candidate interest automational emails (e.g., interest cards)					
Support multiple candidate sourcing channels					
Manage where vacancies are published					
Configurable controls to ensure a consistent message across all sourcing channels					
Configurable recruitment sourcing workflows - dependent on the channel of sourcing candidates, the desired process to fill a vacancy					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
Publish recruitment process with vacancy details					
Web job boards					
Vacancies advertised on corporate website, company careers pages, intranet job boards and careers websites - social media integration					
Support mobile optimized web pages					
Advertise vacancies on 3rd party job boards and recruitment websites - social media integration					
Links to major job boards eg Monster, CareerBuilder, Indeed					
Links to specialist jobs boards					
Automated posting to job boards					
Select job boards					
Syndicate vacancy to multiple job boards					
Easy change of job boards, job details, keywords, links					
Highlight 'featured' or critical job vacancies					
Candidate self service					
View open vacancy summaries and details					
View all or restricted vacancy details as a 'guest'					
Register for online candidate account - for viewing full vacancy details, submitting applications, uploading documents, updating details, checking status of applications, receiving messages					
Secure account login					
Unique candidate account numbers and vacancy / application numbers					
Search vacancies					
Sort vacancies in different orders eg by job titles, qualifications, skills, experience required, locations, closing dates					
Display all or only matching vacancies					
Configurable vacancy alerts for position(s) available					
'Tell a friend' - send vacancy details to a friend by email					
On-boarding					
Automatic conversion of candidate details to employee details, when employee commences work					
Configurable on-boarding processes					
Links to on-boarding web portal (for new employees)					
Links to online on-boarding videos, to assist with the induction process					
Interview management					
Job offer processing					
Pre-employment checks					
Recruiting Analytics and reports (e.g. EEO, etc.)					
Online self-service completion of new employee paperwork					
Talent Management					
Job evaluation, competency and skills management					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
Compensation Management					
Succession planning					
Identify and track high-potential employees, leadership and talent areas					
Identify and track gaps or at risk areas including employees approaching retirement, employees nearing the end of their contracts					
Identify possible replacements and / or who to develop and retain					
Collect succession planning data from appraisal, or at any time					
Hold succession planning data including potential promotions, employee career aspirations, potential timings, risk of leaving					
Track individual employee skills, qualifications, competencies, responsibilities held, career development					
Maintain talent pools of high-potential candidates					
Assign high-potential employees to talent pool(s)					
Talent pool evaluation including nine-box grid matrix					
Interactive organizational charts					
Identify individual employee development needs, training programs, management development, career plans, goals, future change and growth					
Create and manage individual development plans					
Talent pool / high-performance employee assessments					
Track individual development plan progress					
Customized management of high-potential employees					
Performance appraisal					
Support multiple types of appraisals and performance assessments eg: annual, 6 monthly, quarterly, self appraisal, 180/360 degree, peer-to-peer, induction					
Support multiple appraisals of each employee, determined by appraiser or organizational needs					
Flexible next appraisal date eg 6 monthly, annual, project completion					
Set appraisals for individual employees or groups / departments					
Configurable templates for appraisals including: self assessment, competencies, development plans, 360 degree evaluations					
Configurable appraisal form language / terminology, evaluation formats					
Support different appraisal plans and assessments for different roles, responsibilities, groups of employees					
Configurable appraisal process workflows, appraisal scoring, approval steps (to include electronic employee sign-off)					
Unlimited appraisal criteria, performance measures, objectives (qualitative and quantitative) and competencies					
Automatic generation of forms, schedules and issue to recipients					
On-screen indicator of upcoming evaluations					
Pay for performance capabilities					
Training/Learning Management					
Training needs analysis capabilities					
Training administration capabilities					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
Registration capabilities (electronic)					
E-Learning dashboards					
Training record management					
Training Course Library					
Ability to create custom training or import from other external sources					
Certification and compliance					
Continuing education units (capabilities to include recurring training schedules)					
Training documentation, analysis and reporting					
User productivity assistance					
Consistent screen design across all applications					
Standard system commands, navigation and system operations					
Configurable menus, screens, views, reports, fields, tabs, tables, scripts, lists					
Configurable field properties eg name, length, position					
State maximum field lengths required: _____					
Easily amend or update customization, subject to security					
Full access to all system functions, subject to individual user security profile(s)					
Enable HR Payroll system users to have the information they need in their desired formats					
Tailor system design and functionality to mirror existing or enhanced processes					
View or hide leavers					
Configurable design using 'drag and drop' / 'copy and paste' windows functions					
Configurable automation of regular activities					
Fast, flexible and user friendly data entry / system navigation					
Mouse or keyboard operation					
Navigate within HR or Payroll system via menu bars, drop down menus, pop up menus, function key short cuts, desktop short cuts, icons, tool bars, fast paths, favourites, scroll backwards and forwards, hyperlinks					
Data Processing and systems control					
System available 24/7					
System available for a restricted time per working day eg 7 am to 11 pm					
Data and information available immediately, on demand, via internet / intranet					
Direct data input and tasks carried out over the internet					
Validation checks eg code validation, input data type, limits					
Control features to ensure completeness and accuracy of data input eg control totals, interface controls					
Real-time update, or batch update					
Clone or copy job descriptions/classification specifications					
Predictive costing/budgeting or budget impact tools					
Workflow creation and/or approvals					

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product

Respondent Checklist
"Attachment 1"

Category	Y	N	C	TP	Comments
----------	---	---	---	----	----------

Y=yes, out of the box
N=not planned
C=customization
TP=third party

Y: Yes, out of the box
N: Not planned
C: Customization
TP: Third party product