



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

RFP TITLE: Janitorial Services at the Destin-Fort Walton Beach Airport (“VPS”)

RFP NUMBER:

RFP AP 68-19

ISSUE DATE:	JULY 15, 2019	8:00 A.M. CT
MANDATORY PRE-PROPOSAL MEETING:	JULY 31, 2019	10:00 A.M. CT
LAST DAY FOR QUESTIONS:	AUGUST 7, 2019	3:00 P.M. CT
RFP OPENING DATE & TIME:	AUGUST 30, 2019	3:00 P.M. CT

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

Okaloosa County, Florida solicits interested parties to submit a proposal for the above referenced Janitorial Services Contract at the Destin-Fort Walton Beach Airport (“VPS”). All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the “RFP Title,” “RFP Number,” and the “RFP Due Date & Time.” Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

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

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

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS
RFP AP 68-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CT) August 30, 2019**, for **The Janitorial Services Contract at the Destin-Fort Walton Beach Airport (VPS)**

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

All originals must have original signatures in blue ink.

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

A **mandatory pre-proposal** meeting will be held at **10:00 a.m. (CT), July 31, 2019 at Destin- Ft. Walton Beach Airport in the Airport Conference Room on the second floor of the Terminal**. Respondents must have a representative present in order to be compliant with the RFP. No call-in provisions will be available. A walk-through of the airport will be done after the mandatory pre-proposal meeting. This will allow any potential proposers the chance to see the airport and understand the full scope of what will be required, if selected.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CT) August 30, 2019** 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 "**Janitorial Services Contract at the Destin-Fort Walton Beach Airport (VPS)**". Failure to clearly mark the outside of the envelope as set forth herein may result in the submittal not being considered.

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

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Janitorial Services Contract at the Destin-Fort Walton Beach Airport (VPS)
RFP AP 68-19

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

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

SECTION A: PROGRAM OUTLINE

PROPOSAL #: RFP AP 68-19

PROPOSAL ITEM: Janitorial Services Contract at the Destin-Fort Walton Beach Airport (“VPS”)

I. INTRODUCTION

The Destin-Ft. Walton Beach Airport (“VPS”) is a commercial airport serving the needs of the Florida panhandle region. The current Janitorial Services contract expires November 30, 2019 and the County is soliciting interest from qualified parties to submit proposals for the new Agreement.

VPS has become a major origin and destination market for the region and desires to provide a first class customer experience for all users of the airport evidenced by a reliable quality based daily and periodic cleaning program. To do that, the County desires to have the successful Respondent provide services as outlined in this RFP on the frequency identified and maintain a clean and safe environment at the airport. This should include the productive use of labor and equipment that creates the level of cleanliness that focuses on maintaining a positive image of the airport. The program will be a “cost plus” program whereby the employees will be paid the amount approved by the County to attract qualified and reliable staff. The County is interested in establishing a transparent business model where the services, staffing levels, and employee pay rates are mutually determined and are focused on maintaining the highest level of cleanliness in the facility.

Proposers are encouraged to identify in their proposals how they intend to accomplish this concept and specifically what staffing level by shift and what equipment is being proposed to complete the scope of work as identified. Specific equipment is identified in order to quantify the level of equipment that needs to be proposed. Proposers may propose alternate equipment that has the same characteristics as the proposed standard but must provide cut sheets for the specific equipment being proposed. The County reserves the right to accept, reject, or modify the proposed equipment as being equivalent. The desire of the County is to create a clean environment through providing a nightly deep cleaning when the respondent will have the most unimpacted access to the public space and a continual monitoring and policing of the public space during first and second shifts throughout the day.

VPS is located on Eglin Air Force Base and shares the runway system with the Air Force. The Airport is owned and managed by Okaloosa County, Florida. VPS currently is served by Allegiant Air, American Airlines, Delta Air Lines, Silver Airways, and United Airlines. All airlines have experienced growth in the past few years to the point where annual enplanements have reached approximately 750,000 with continued growth expected. In addition, a new Concourse C that will have between two and five ground loaded gates is in the process of being developed with completion expected March 1, 2021. This space will be added to the contract requirements upon completion.

The terminal consists of three (3) ground floor gates (Concourse A), two with passenger loading bridges and one ground loaded for regional aircraft, and six (6) second floor gates/aircraft parking positions served by five (5) passenger loading bridges (Concourse B) capable of serving regional jet and narrow body aircraft. There are four (4) concession areas in the B Concourse and one (1) concession area in Concourse A that are to be maintained by the Concessionaire. There is one additional concession area pre-security that is also the responsibility of the Concessionaire. The

airline ticket offices are the responsibility of the airlines. Proposers shall maintain and vacuum the airline common areas and hallways, to include trash removal that is put in the hallway.

An exhibit detailing the scope of services, frequency, and shift requirements for the respective tenant and public spaces is attached as Exhibit A. The space plan that correlates to the scope of work is included as Exhibit B. A list of the proposed equipment the County believes will be required to successfully complete the scope of work is attached as Exhibit C. This list is representative based on research by the Airport. Respondents are allowed to propose alternative equivalent equipment or additional equipment if the Respondent believes the proposed equipment will provide a better product and a return on investment (i.e. labor savings versus investment in equipment). Exhibit D is a listing of the required level of positions that must be proposed. Respondents shall propose the staffing levels they feel will successfully be able to complete the scope of work as outlined in their proposal. The wage rates are the minimum that must be paid to the employee. As with the equipment, if there is a higher pay rate that the Respondent believes will result in an equal or better outcome, Respondents are encouraged to propose such as an alternate and a summary of the reasons (cost/benefit analysis) as to what is a better alternative.

II. SPECIFICATIONS

A. Overview

The Destin-Ft. Walton Beach Airport (“VPS”) is the gateway to the community and the first and last contact point that the visitors flying in and out of the area experience. The facilities are now utilized continuously from approximately 4:00 am until 10:30 pm most days of the year. The additional stress this growth has put on the Terminal facility requires a higher level of janitorial service than has been traditionally scoped. The County’s goal is to have a continuously clean environment for the visitors and employees throughout the day with little disruption to the daily operations. This will be accomplished by shifting the deep cleaning to the third shift with some late shift augmentation on the later portion of the second shift and having the first and early second shift primarily reacting to demand driven needs immediately, effectively a concierge type of service, supplemented with tasks that are not time sensitive to allow for variation due to airline schedule changes and irregular operations. This will also be accomplished by utilization of more effective and efficient equipment is intended for heavy use concentrated space operation such as VPS.

The successful Respondent will be the primary provider of Janitorial Services at VPS. The successful Respondent shall have primary responsibility for providing the daily and weekly routine services with equipment and staff dedicated to the airport. For quarterly and annual special services, the Respondent may propose the use of sub-contractors or other additional internal resources that will be under contract and the direction of the Respondent. **The Respondent will be responsible and accountable for all actions of any sub-contractors proposed and used.**

The County reserves the right to review and approve in writing all services to be provided, hours of service, level of service, employee pay rates, equipment used at the airport in connection with the janitorial services provided annually during the term of this Agreement and approve changes at it deems necessary at the County’s sole discretion. All projected products, new equipment needs, and prices will be presented to the County at the commencement of each fiscal year for review, discussion, and approval. If Respondent desires to change services, frequency, equipment, or the use of subcontractors, the successful Respondent shall submit the proposed change to the Airports Director

or designee in writing with the business case to support the change. The County may approve or disapprove the request at its sole discretion.

The successful Respondent shall provide weekly reports with a summary of actual staffing versus budgeted staffing, budget performance, a written summary of all management inspections conducted during the period and meet with Airport Point of Contact weekly to review the reports. Quarterly meetings with executives from the successful Respondent will be conducted with the Airports Director and senior staff and will include a review of quarterly performance, special services provided in the past quarter, the plan for any special periodic services to be accomplished in the upcoming quarter, status of operating equipment, and a summary of any complaints received and resolution. The meeting shall include a “white glove” walk through of the space so that both parties can observe firsthand the quality of the work.

Respondent shall provide all staffing for routine services including a General Manger and designated supervisors during all hours of operation.

B. Term

1. Base Term: The Base Term of this Agreement shall commence 12:01am CST December 1, 2019, subject to final coordination, and shall remain in effect for three (3) years from the commencement date, unless terminated earlier as provided for in the contract. The successful Respondent will be responsible for providing continuous services 24 hours per day, 7 days per week, every day of the year.

2. Option Term: The parties reserve the right to exercise one (1) additional two (2) year Option Term extension, provided that the parties mutually agree to exercise the Option Term no less than one hundred eighty (180) days prior to the end of the Base Term. In order to exercise the Option Term, the successful Respondent must provide a written request to the County identifying its interest in exercising the Option Term. The County may accept or reject the request at its sole discretion.

3. Holding Over: In the event the Base Term expires and the Option Term is not exercised or a new Agreement has not been executed by the end of the executed Option Term, then at the sole discretion and upon written consent of the County, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of the hourly employee rate to be established at the sole discretion of the County. The consent of the County to continue operating on a month-to-month basis may be terminated upon thirty (30) days’ written notice to Respondent.

C. Cost

1. Labor- For all labor provided by the successful Respondent, labor costs will be based on a “cost plus” program whereby the stated employee pay rate paid to the successful Responder by the County as identified below will be the actual rate paid to the employee. Pay records will be subject to audit by the County.

The minimum labor rate paid to the employees will be as follows:

- a. General Labor: \$13.00 per hour
- b. Supervisor (max 1 per shift): \$15.00 per hour

c. Manager: \$36,000 annually salary

PROPOSERS SHALL INCLUDE A DESCRIPTION OF THE BENEFIT PROGRAM AND COSTS FOR THE VARIOUS LEVELS OF EMPLOYEES IN THEIR PROPOSAL. THE RESPONDENT SHALL IDENTIFY IN THEIR PROPOSAL THE TOTAL BENEFIT FACTOR THAT WILL BE APPLIED TO THE WAGES INCLUDING THE EMPLOYER'S SHARE OF CONTRIBUTIONS TO TAXES AND HEALTH CARE.

ANY INCREASE IN PAY RATES MUST BE SUBMITTED ANNUALLY WITH THE BUDGET AND APPROVED BY THE AIRPORTS DIRECTOR. IT SHOULD BE SUBMITTED BY NOVEMBER 30 OF EACH YEAR.

For any services performed for tenants that are not part of the County's scope of work, Respondent must utilize separate staff that must wear an alternative uniform and cannot be accomplished during the scheduled work time for any of the successful Respondent's County base service staff.

2. Consumables: All consumable supplies and costs, including but not limited to, cleaning supplies, paper products, solvents, cleaners, protection products, restroom supplies, floor care products, equipment repair, feminine hygiene products, toilet paper, paper towels and dispensers, drip mats beneath urinals, hand soap, SHARPS containers etc., will be provided and maintained by the successful Respondent at cost plus the agreed to overhead and profit percentage for the procurement, storage, and handling of the product on behalf of the County.

RESPONDENTS MUST INCLUDE IN THEIR PROPOSAL A RECOMMENDED LIST OF CONSUMABLES, AN ESTIMATE OF PROJECTED QUANTITIES, AND THE PRICE AND LENGTH OF PRICE GUARANTEE.

3. Equipment: The successful Respondent will also provide all equipment, or approved equivalent identified in Exhibit C and any supplemental equipment that is proposed in order to properly execute the contract. Respondents shall submit with their proposal a list of the equipment they propose, cut sheets of the equipment if alternates are proposed, the full cost and availability of the equipment. The successful Respondent will be required to purchase the equipment and be reimbursed monthly for the cost based on a 36 month amortization of the cost on a straight line basis. The equipment will revert to the County at the end of the Base Term. All equipment, initial, replacement, or future supplemental, must be pre-approved in writing by the Airports Director or designee in order to qualify for reimbursement.

4. Overhead Fee: A five percent (5%) overhead fee will be due to the successful Respondent for the following:

- a. Total of direct labor and benefits
- b. Consumables
- c. Approved subcontractors
- d. Maintenance and repairs of equipment
- e. Uniforms for the base service employees

5. Profit Percentage: Respondents shall clearly state in their proposals the percentage of profit that will be applied to the following:

- a. Total direct labor and benefits
- b. Consumables
- c. Approved subcontractors

The profit percentage is not eligible to be applied to the overhead factor.

D. Staffing and First Year Cost Projections

Exhibit D outlines the projected authorized staffing positions and the minimum pay rates that must be paid to the employees. Respondents shall include in their proposal the recommended staffing plan (number of positions) by shift by position, pay rates and benefit costs. In addition, Respondents must provide a projected cost for the special services scopes of work and projected consumables. The cost of the equipment will be reimbursable as identified in Article 3 of this Section. The recommended staffing plan will include proposed coverage plans to include staffing for sick calls, holidays, vacations, etc. Staffing reports including authorized staffing and actual staffing along with financial performance for the month and year to date will be presented to the Airport Point of Contact on a weekly basis as specified in the Reports section of this document.

E. Changes in Scope- Existing Conditions

At any time during the Term of the Agreement, the County retains the right to review the staffing levels and schedules and make recommendations to increase or decrease either, as agreed upon in writing by both parties, while maintaining expected levels of service. Should the successful Respondent disagree with the County's recommendation, the County shall make the final determination at its sole discretion. Any increase or decrease in staffing shall include a corresponding increase or decrease to the cost of services provided based on the terms of the RFP.

F. Additional Facilities or Alteration of Scope

The County may solicit additional services from the successful Respondent including but not limited to additional areas of the Terminal to be maintained and related facilities to be serviced or the increase or decrease of existing services to meet the needs of the County. The successful Respondent must provide the services and the supporting equipment as approved by the County under the terms and conditions of this RFP.

G. Scope of Work and Frequency

The scope of work is detailed in Exhibit A that defines what shift the work is to be performed and frequency. The intent is to perform the deep cleaning services during the late second shift and all of third shift depending on the area of the terminal being serviced and its availability due to flight activity. Services must be adjusted during all shifts to accommodate irregular operations by the airlines and to create the cleanest environment possible when there are delays. The intent is for the Terminal to be in a first class condition at the start of each operating day. The first and second shift work will primarily be related to ongoing maintenance with a heavy emphasis on continuous restroom and public space cleaning before, during, and after flight activity.

Respondents shall include in their proposals an outline of the inspection process, frequency, and reporting methodology. The successful Respondent will be required to perform daily inspections by the Manager and/or Supervisor on a form to be provided by the County noting any deficiencies and corrective actions to the Airports Director or designee. This report shall also include notations of any required maintenance that is recommended to the County based on observations. Examples include faucet leaks, toilet partition repairs, burnt out bulbs, etc. A weekly summary report will be provided to the Airports Director.

H. Periodic Services

In addition to the daily services outlined in Exhibit A, the successful Respondent will be responsible for providing additional periodic services with staff or through the use of third party contracts as outlined in Exhibit A. Respondents must include in their proposals identification of all subcontractors to be used and the pricing for such services proposed for the first year of the contract. Subcontractors must adhere to all contractual provisions that are included in the successful Respondent and the County and the applicable terms in the contract must be included in the contract between the successful Respondent and the subcontractor. **The successful Respondent will be responsible for all actions of its subcontractors.**

I. Start Up

The successful Respondent must execute the contract with the County within five (5) working days following approval by the Board of County Commissioners. The General Manager to be assigned to the account must be approved by the Airport Director or designee within five (5) working days following the final execution of the contract execution. A minimum of thirty (30) calendar days prior to the commencement date, the successful Respondent shall submit to the County a complete set of operating procedures, training manuals safety data sheets for products to be used and specifications on the equipment to be used. In addition, the final staffing plan shall be provided with the names of proposed candidates. **All employees must obtain a security badge prior to commencement of work at the Airport and the badge holder must be in good standing in order to work at the Airport. No unbadged employees will be allowed in order to provide the operator the ability to cross utilize employees without the need for an escort.** Upon termination of employees, all badges must be returned to the Airport within twenty four (24) hours. Failure to do so will be grounds for Default under the Agreement. The County will coordinate with the successful Respondent to tour the facilities prior to the commencement date and to allow the successful Respondent to have employees access the space in a supervised condition prior to the commencement date. The County will make equipment storage space available up to one week prior to the commencement date to allow the successful Respondent to be able to have equipment and product delivered and staged prior to commencement. The successful Respondent will be responsible for providing qualified escorts for all unbadged support employees (i.e. corporate staff or other management of the successful Respondent), subcontractors, visitors, or vendors.

The successful Responder shall submit a complete listing of all products that will be used in completing the contract a minimum of thirty (30) days prior to the commencement date. The list should also identify the level of inventory that is going to be kept on site. The County will provide an office area that may be used as the operations base and will allow for storage of products and equipment in various areas of the Terminal identified in Exhibit B.

J. Respondent's Responsibility

Respondent shall, at its sole risk and expense, be responsible for the purchase, storing, and dispensing of the following reimbursable items upon approval by the Airports Director or designee:

1. All equipment to perform the routine services outlined in this RFP. Exceptions will be granted to allow for rental of equipment or the subcontracting for equipment for specialized infrequent services. These exceptions should be noted in the proposals.
2. All paper products and feminine hygiene products for public use in the restrooms.

3. All cleaning agents and solvents and proper storage for flammable liquids and hazardous materials.
4. Extension cords as required.
5. Floor cleaning equipment, products, and applicable safety signs.
6. Trash can liners.
7. Rolling carts with lids to collect trash.
8. Carts to service restrooms.
9. If pre-approval is not obtained for equipment, the cost of the equipment will not be eligible for reimbursement.

K. Operations and Safety

1. The successful Respondent and/or subcontractors shall be responsible for the prompt repair or cost of repair of any damage at the Terminal caused by the successful Responder agents, employees, licensees, subcontractors, suppliers, and invitees. All repairs shall be conducted under the supervision of the appropriate County representative.
2. Piling of boxes, cartons, or similar items shall not be permitted in a public area.
3. General housekeeping, trash removal, interior window washing, and vertical and horizontal surface cleaning responsibilities shall include entire interior spaces except for Airline offices and counter spaces, concessionaire stores, restaurants and other specific tenant leased spaces.
4. The successful Respondent shall provide an overall safety plan for agreed services.
5. Provide safety, health, environmental plans and best practices, showing standards and measures to ensure continuous efforts to protect its employees, their working environment.
6. The successful Respondent will comply with all environmental, health, and safety laws and regulations to include proper hazmat regulations.
7. The successful Respondent shall promptly respond to and clean up any released or threatened release of any hazardous material in accordance with applicable federal, state or local regulations. The Airports Director should be notified immediately of any release or threatened release of any hazardous material.

L. Uniforms

The successful Responder shall provide uniforms for all authorized on-duty staff performing services at the Airport. The uniforms shall include the logo of the operator and the employee's name. Uniforms are to be kept clean by the employee and worn out uniforms shall be replaced. For any special services work or work performed by a subcontractor, a different uniform must be worn by the staff performing those services.

M. Reports and Meetings

The General Manager will be responsible for providing a weekly report on a form that is provided by the Airport. The General Manager will meet with the Airports Director and/or designee at a set time weekly to review the past week's performance, the expected activities for the upcoming week, review projected passenger loads and changes to airline schedules, review periodic services to be scheduled, and perform a brief tour to inspect key areas as determined by the Airport. On a quarterly basis, regional and/or corporate staff shall meet with the Airports Director and senior staff to review performance and to tour the facility to inspect performance. A summary of the inspection results will be developed, and corrective actions taken.

N. ACDBE Participation

A goal of 0.95% ACDBE participation is strongly recommended for this Agreement. Respondents shall include in their submission a participation plan and proposed goal that the Respondent will use their best efforts to achieve.

O. Bid Security

Respondents will be required to submit a Bid Bond, Letter of Credit, or a certified cashiers check in the amount of five thousand dollars (\$5,000.00) with its proposal. The Bid Security shall be retained by the County for up to one hundred twenty (120) calendar days following the due date for the proposals or until the contract is awarded, at which point it will be returned to the unsuccessful Respondents.

P. Performance Guarantee

The successful Respondent will be required to deposit with the County a Performance Guarantee in the form of a Performance Bond, Letter of Credit, or certified cashiers check in the amount of fifty percent (50%) of the projected annual cost submitted in the proposal. The Performance Security must be submitted to the County prior to execution of the contract. The amount in future years will be set at the projected costs/budget submitted by the successful Respondent to the County for each subsequent year.

SECTION B: SUBMISSION REQUIREMENTS

I. BACKGROUND, REFERENCES, AND BRANDING

Respondents shall provide a summary of the company's history, and a listing of the number of similar applications (i.e. airports and/or public facilities with similar characteristics to VPS) where the Respondent provides the services outlined. The Respondent shall identify contact information for three reference properties, the contract value, and a description of the services provided. Respondent will identify how corporate support will be provided for the implementation and on-going operation, how the general manager will be selected and a detailed implementation plan.

II. SAMPLE CONTRACT AND EXCEPTIONS

Attached is the Sample Contract that will be used for execution with the successful Respondent. Unless there are modifications that are agreed to at the sole discretion of the Airports Director, the sample form contract represents the final terms and conditions that the Respondents will be expected to adhere to.

Respondents shall include a list of any exceptions to the requirements of the RFP and attachment documents, if any, as well as the sample Agreement, on Form I. Any exceptions that the Proposer takes to any terms and conditions outlined in the RFP or to the terms of the basic contract form shall be outlined in Form I and will be considered in the evaluation of Proposals. If no deviations are identified and Proposer's proposal is accepted by the City, Respondent shall conform to all of the requirements specified therein.

III. FINANCIAL PROJECTIONS

Respondents must include a comprehensive product, equipment, and staffing model as part of their proposal. Start-up costs that the Respondent will be requesting reimbursement for shall be clearly outlined in the financial projection. The financial projections should represent the pay scales for the various categories outlined in Section II (C) in this RFP. The financial projections should also include a detailed listing of proposed equipment. The financial projections must also include the stated fee factor that is included in the proposal.

IV. RECRUITMENT, STAFFING, TRAINING, AND TRANSITION PLAN

Respondents shall include a detailed description of how they anticipate the recruitment of management and staff to complete the janitorial services outlined. Information shall include sourcing, training methodologies, and a timeline for staffing. Respondents shall also include a detailed transition plan outlining plans for sourcing and availability of equipment and products.

The staffing plan shall also include a detailed outline the staffing levels for each shift to complete the services detailed in Exhibit B by day of week. Benefit programs for each position shall be identified along with a detail of whether the positions are full time or part time and what benefit package is included. This should be provided for each category of positions.

Respondents shall outline in detail the initial and recurrent training programs describing the source of the plan (i.e. on-line, other locations, management provided, etc.), how many hours are expected to be considered compliant, and methods for addressing non-compliant employees through training or coaching. This section should also include a detailed process for how customer complaints are handled.

V. OPERATIONS, MAINTENANCE, AND REPAIR PLAN

Respondents shall outline in detail the proposed operations, maintenance and repair plan, how the plan is monitored and managed, resources required.

VI. ACDBE PARTICIPATION

Respondents shall identify the ACDBE participation plan and the projected percentage of participation.

VII. SELECTION CRITERIA

BUSINESS QUALIFICATIONS, BACKGROUND, MAINTENANCE AND REPAIR PLAN, AND REFERENCES	30	Respondent's successful experience operating similar programs at airports or other similar venues; general experience of company in operating at airports; references; management support; and maintenance and repair plan.
MANAGEMENT, RECRUITING, STAFFING PLAN, AND TRAINING	30	Respondent's ability to effectively provide corporate and local management to oversee operations on a day-to-day basis; recruiting plan and staffing plan.

PROPOSED FINANCIAL PROJECTIONS	20	Respondent's financial projections including the fee percentage factor being proposed.
IMPLEMENTATION PLAN	15	Proposed transition and implementation plan.
GENERAL RFP COMPLIANCE	5	Respondent's compliance with respect to all sections of the RFP; the level of exceptions to the Sample Contract; ACDBE plan and participation.
TOTAL POINTS	100	

VIII. SPECIAL INSTRUCTIONS

The selection of a Respondent to provide Janitorial Services will be based on the following criteria:

- (1) All interested parties shall submit written responses that address each aspect of the categories identified in the sequence presented in the RFP. Each section shall be clearly identified. Respondents may also include additional material they deem relevant to their selection. A maximum of 40 single sided pages will be allowed excluding the required forms.
- (2) A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria and identify the top-ranked Respondents. The County reserves the right to select a "short list" of the highest ranked Respondents depending on the total number of proposals received.
- (3) The top-ranked Respondents/short list may be required to make a presentation to the evaluation team tentatively the week of September 23, 2019 in the Airport conference room. Individual times will be allotted to each selected presenter at a later date. Each presentation will be conducted at the Respondent's expense, including all travel costs. The County will expect the presentations to focus on capabilities, staffing plan and why the plan will provide the best results, equipment and products being proposed, special services, and management/reporting. Failure to present, if selected, will cause the proposal to be non-compliant and not eligible for award.
- (4) The Review Committee shall recommend the final, top-ranked Respondent to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration

VIV. TIMELINE GOALS *all timelines are tentative*

Issue Solicitation:	Date: 15 July 2019, 8:00 a.m.
Mandatory Pre-proposal meeting:	Date: 31 July 2019, 10:00 a.m.
Last Day for Questions:	Date: 7 August, 2019, 3:00 p.m.
Issue Addendum (if necessary)*no later than*:	Date: 14 August, 2019
Proposal Response Due:	Date: 30 August 2019, 3:00 p.m.
Committee Review to Short List:	Date: 10 September, 2019
Short List Announcement:	Date: 13 September, 2019
Oral Presentation *if needed:	Date: week of September 23, 2019
Board Review and Approval:	Date: 15 October, 2019
Contract Commencement:	Date: 1 December, 2019

SECTION C: GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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. Where applicable, 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 (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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 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.

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 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$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 for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site 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

notice of cancellation; ten (10 days' 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. 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

SECTION D: GENERAL PROPOSAL CONDITIONS

I. 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 RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

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

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

II. 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 proposed percentage fee for overhead and profit shall be spelled out and in numeric form in the proposal response. 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.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. 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 propose 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 ability of the Respondent, the overhead and profit percentages proposed, the projected staffing and costs of the program 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

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

XV. INVESTIGATION OF RESPONDENT

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

XVI. CONE OF SILENCE

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

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

XVII. REVIEW OF PROCUREMENT DOCUMENTS

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

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for

retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. 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.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. 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.

XXIII. 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.

SECTION E: ADDITIONAL REQUIRED DOCUMENTS

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Sample Contract Exceptions
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List

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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 Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

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

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

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

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

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

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2019 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Email: _____

Federal ID or SS #: _____

Respondent's License #: _____

Respondent's DUNS #: _____

Fax #: _____

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

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 the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

SAMPLE CONTRACT EXCEPTIONS

Respondent shall identify in the space below any provision in the Sample Contract that the Respondent requests that the County consider for amendment. If not noted explicitly in this exceptions section and agreed to at the sole discretion of the Airports Director, no further consideration will be given to altering the Sample Contract with the successful Respondent. Respondents acknowledge that the Respondent agrees in submitting a proposal that the Respondent will execute the Sample Contract in form unless changes are noted and agreed to by the Airports Director.

PROVISION

SUGGESTED CHANGE

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

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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.: _____

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.

CONTRACT AGREEMENT RFP 68-19 Janitorial Services at the Destin/ Fort Walton Beach Airport ("VPS")

This Contract (herein referred to as "Agreement"), executed in Okaloosa County, Florida this ___ day of _____ 2019 between Okaloosa County (hereinafter the "County") whose principal address is 1250 N. Eglin Parkway, Suite 100 Shalimar, FL 32579, and _____ (hereinafter the "Contractor") whose principal address is _____, incorporated in the State of _____ shall state as follows:

WITNESSETH:

I. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Contract and are attached as Exhibits "A" and "B":

1. Request for Proposals Respondent's Submittal, RFP 68-19, Janitorial Services at the Destin-Fort Walton Beach Airport ("VPS") dated, July 15, 2019.
2. General Services Insurance Requirements

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. SCOPE OF SERVICES

That for and in consideration of payments, to be made by the County, the Contractor agrees to furnish all equipment, equipment, supplies, tools, and labor and perform all work **related to providing Janitorial Services at the Destin/Fort Walton Beach Airport** (RFP #68-19) in strict conformity with the provisions of this Agreement as further set forth in attached Exhibit "A"

III. PAYMENT

In consideration of the foregoing, the County agrees to pay to the Contractor \$___ for the services performed as set out in the Proposal included as Exhibit A in the manner provided in the said Specifications and Proposal.

IV. DURATION OF CONTRACT & TERMINATION, SUSPENSION, OR DELAY OF CONTRACT

This Base Term of this Agreement, when fully executed by both parties, and shall continue for a duration of three (3) years from the commencement date of December 1, 2019 and may be extended through the execution of one two (2) year Option Term, at the sole discretion of the County, provided the Option Term is executed a minimum of one hundred eighty (180) days prior to the expiration of the Base Term.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

V. AUDIT PROVISION

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 Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

VI. NOTICES

All notices required by this Contract shall be in writing to the representatives listed below:

REPRESENTATIVES: The authorized representative of the County shall be:

Destin/Fort Walton Beach Airport
Airports Director
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498
850-651-7160

The authorized representative for Contractor shall be:

Courtesy copy to:

Okaloosa County Purchasing Department
5479 A Old Bethel Road
Crestview, FL 32536
850-689-5960 / 850-689-5998 (fax)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

VII. GOVERNING LAW & VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Okaloosa.

VIII. ASSIGNMENT

Contractor may not assign their interest in this Contract without the express written consent of the County which shall be at the sole discretion of the County.

IX. FEDERAL REGULATIONS

Contractor agrees to comply with all federal regulations, including but not limited to the following:

1. Title VI Clauses for 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:

- **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 by reference and made a part of this contract.
- **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.
- **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.
- **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.
- **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.
- **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.

2. 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).

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

4. Occupational Safety & 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.

5. E-Verify Enrollment & Verification Requirements

- 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.)

- 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.
 - 1. 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
 - b. 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
 - ii. 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.)
- 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.
- 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)
 - 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.

XI. ACDBE GOALS

County encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 and Part 26. The ACDBE goal for this Agreement is 0.95%, as measured as a percentage of Concessionaire's total annual Gross Receipts. Concessionaire agrees to take all necessary and reasonable steps to achieve this goal. ACDBE Participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit quarterly reports to the County as required concerning the participation of certified ACDBE firms. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has taken Good Faith Efforts, as defined in Part 23, in attempting to achieve the stated goal.

XII. 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.

XIII. TAXES

Contractor agrees to remit all sales, use, recording fees and doc stamps, or other taxes, assessments and other similar charges for the performance of services under this Agreement 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. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for the remittance of its tax and assessment obligations under the terms of this Agreement.

XIV. ENTIRE CONTRACT & WAIVERS

This Contract, a copy of the RFP submission and Exhibits "A", "B", "C", "D", and Exhibit "E" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

XV. 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.

XVI. COMPLIANCE WITH LAWS

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

XVII. 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, not 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 Contract.

XVIII. 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.

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@co.okaloosaf.l.us**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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.
4. 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

XVI. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of OCHS, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of OCHS, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock, II,
Clerk of Circuit Court

By: _____
Charles K. Windes, Jr.
Chairman, Board of County
Commissioners

CONTRACTOR

By:

Title

ACKNOWLEDGMENTS

STATE OF _____

COUNTY OF _____

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared _____ who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this _____ day of _____, 2019, AD.

NOTARY

My Commission Expires:

**EXHIBIT A: REQUEST FOR PROPOSAL RESPONSE
TO BE ADDED FROM SUCCESSFUL RESPONDENT.**

EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance. A waiver of subrogation is required on Workers Compensation 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 (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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 breach of contract.

WORKERS' COMPENSATION INSURANCE

4. 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.

5. 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.
6. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE 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 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

4. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
5. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
6. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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:

1. Worker's Compensation **LIMIT**

2.)	State Employer's Liability	Statutory \$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability for Bodily Injury & Property Damage	\$1,000,000 each occurrence \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

9. Certificates of insurance indicating the job site 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.
10. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
11. 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. 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.
12. 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.

13. 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.
14. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
15. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
16. 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

SCOPE OF WORK (VPS) Exhibit A

SHIFT	TASK / SCOPE OF WORK	Continuous (C)	Daily (D)	Weekly (W)	Monthly (M)	Quarterly (Q)	Annually (A)
3	Third Shift 7 Days Per Week 8:00 PM 4:00 AM						
		C	D	W	M	Q	A
	Holdrooms, passenger loading bridges public walkways: edge to edge carpet cleaning (includes moving of seating); wipe down of horizontal surfaces; wipe down of seat surfaces to remove residue; wipe down on vertical surfaces within Concourse A and B; empty all trash cans, replace liners, wipe down exterior of trash container, and clean and disinfect interior of trash containers as needed.		D				
	Restrooms: clean all urinals, toilets, and disinfect; mop edge to edge all hard surface flooring; clean and sanitize all counters and sinks; clean paper towel dispensers and restock to a full condition; clean toilet paper dispensers and restock to a full condition; disinfect all air hand dryers; clean drip mats under urinals; clean all mirrors; clean and fill all feminine hygiene dispensers; clean and disinfect all baby changing units; clean and disinfect all public water fountains; wipe down vertical surfaces within restrooms as needed; empty all trash containers and install new liners; wipe down and disinfect trash containers; and empty, clean, and disinfect all SHARPS containers.		D				
	Vacuum and remove trash in accessible space in the airline ticket office hallway.						
	Power scrub all hard surfaces including terrazzo, baggage claim flooring, and vestibules.		D				

SCOPE OF WORK (VPS)

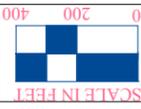
Exhibit A

SHIFT	TASK / SCOPE OF WORK	<i>Continuous (C)</i>	<i>Daily (D)</i>	<i>Weekly (W)</i>	<i>Monthly (M)</i>	<i>Quarterly (Q)</i>	<i>Annually (A)</i>
	Vacuum all public circulation area carpeting edge to edge.		D				
	Wipe horizontal surfaces by escalators and escalator plexiglass sidewalls.		D				
	Mop/sweep loading dock area and upper level elevator lobby.		D				
	Vacuum the carpet in the general seating area outside the Concourse B bar/Dunkin Donuts food truck that goes toward landside and to the back door to the administrative offices.		D				
	Clean bag belts and polish stainless steel.			W			
	Empty trash receptacles curbside, wipe down exterior, and install new liners.		D				
	Respond to miscellaneous needs as directed	C					
1&2	First and Second Shift 7 Days Per Week 4:00 AM 8:00 PM						
		C	D	W	M	Q	A
	Monitor restrooms for cleanliness and product. Pick up any paper	C					
	Spot clean all carpet removing stains and spills, including passenger loading bridges when not in use.	C					
	Empty trash receptacles (general terminal, all public restrooms, and curbside) prior to the container becoming full.	C					
	Inspect and wash/disinfect as required the inside of the trash cans.		D				
	Wet mop all hard surface floors where spills have occurred.	C					
	Pick up trash in staircases and clean floors as needed.		D				
	Vacuum floor and empty trash in USO area (second shift).		D				

SCOPE OF WORK (VPS)

Exhibit A

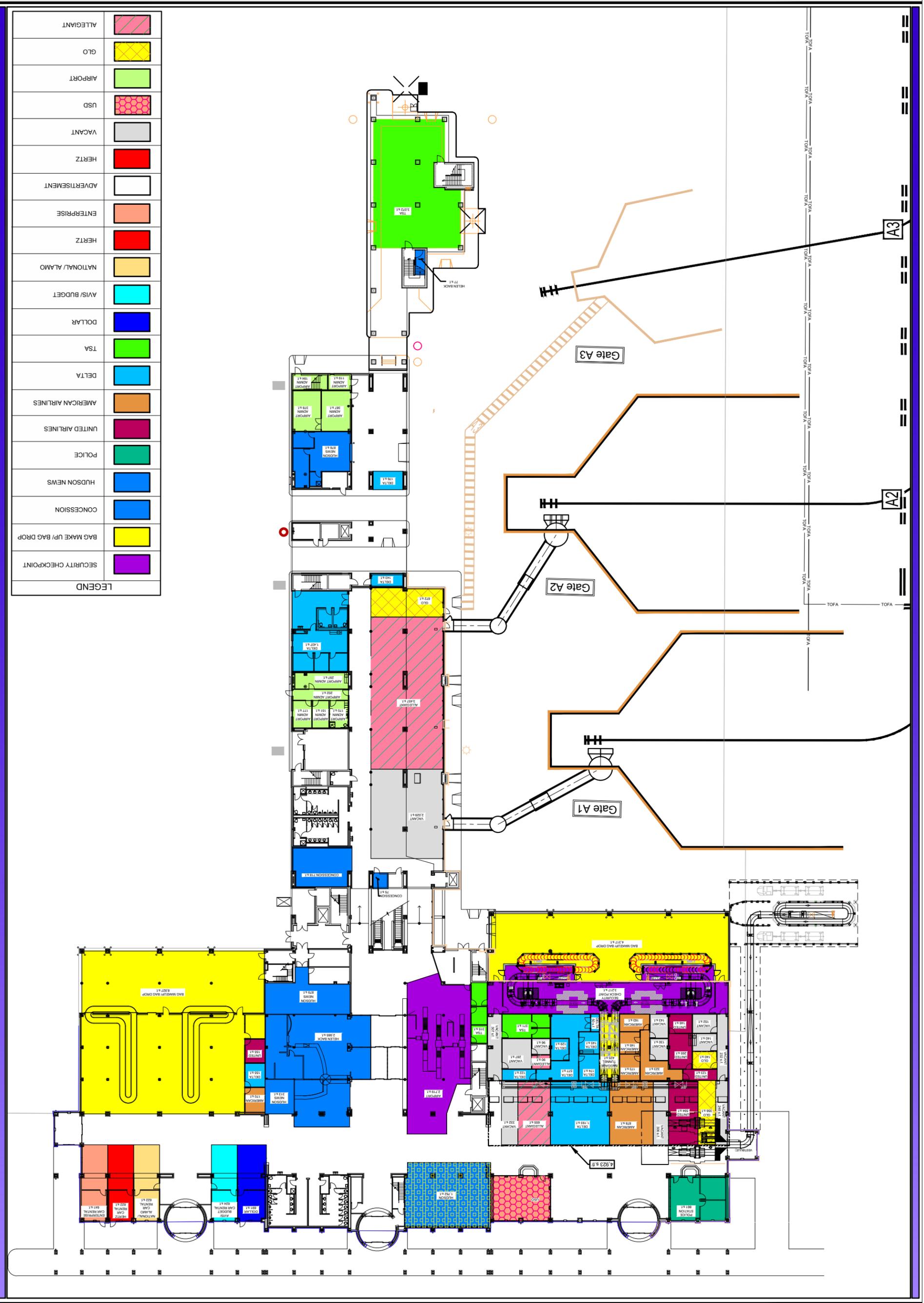
SHIFT	TASK / SCOPE OF WORK	<i>Continuous (C)</i>	<i>Daily (D)</i>	<i>Weekly (W)</i>	<i>Monthly (M)</i>	<i>Quarterly (Q)</i>	<i>Annually (A)</i>
	Vacuum floor and empty trash in Airport Operations Space (second shift).		D				
	Vacuum floor, clean restroom, and empty trash in AOC (second shift).		D				
	Clean floor, clean restrooms, and empty trash in County Sheriff's satellite office (second shift).		D				
	Vacuum carpet, empty trash, clean breakroom counter and sink, mop breakroom floor, and clean and stock restroom Airport Admin area (second shift).		D				
	Sweep and mop floor, spot clean and wipe down inside and outside A17 crew elevator.		D				
	Remove trash from all accessible ticket counter and gate podiums trash cans (second shift).		D				
	Wipe and polish stainless steel stanchions in gate area (second shift).				M		
	Clean floor in TSA general office area, clean restroom, and empty trash (Concourse B lower level).		D				
	Spot clean interior glass up to 8' and clean the glass half wall along the Corridor.		D				
	Remove gum from flooring and furniture.		D				
	Wipe down water fountains.	C					
	Respond to miscellaneous needs as directed	C					
	Clean elevator cabs.			W			
Periodic Services							
		C	D	W	M	Q	A
	Extract passenger loading bridge carpet.					Q	



02-24-2016

First Floor Lease Space

LEGEND	
	SECURITY CHECKPOINT
	BAG MAKE UP/ BAG DROP
	CONCESSION
	HUDSON NEWS
	POLICE
	UNITED AIRLINES
	AMERICAN AIRLINES
	DELTA
	TSA
	DOLLAR
	AVIS/ BUDGET
	NATIONAL ALAMO
	HERTZ
	ENTERPRISE
	ADVERTISEMENT
	HERTZ
	VACANT
	USD
	AIRPORT
	GLO
	ALLEGiant

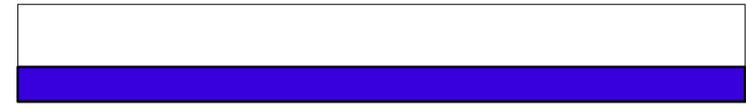
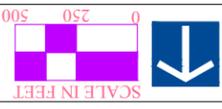


"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



Second Floor Lease Space

02-22-2016



LEGEND	
	AIRPORT
	CONCESSION
	DELTA
	AMERICAN AIRLINES
	UNITED AIRLINES

"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



Exhibit C: Suggested Equipment List

<u>Model</u>	<u>Description</u>	<u>Quantity</u>
Tennant 5680	Walk behind auto scrubber	1
Tennant IMop	Cordless auto scrubber	2
Tennant R14	Carpet extractor	1
ProTeam Super		
Coach	Backpack vacuum	6
Tennant	Air movers	4
Tennant FM20SS	Floor machine	1
Tennant BR16	Floor burnisher	1
Tennant Ex Spot 2	Portable spot extractor	1
Tennant VWD-15	Wet dry vacuum	2
3M	Flat mop cleaning system	8
Rubbermaid	Tilt Carts with lids	4
Rubbermaid	Brute barrels	8
Rubbermaid	Maid carts	6
Tennant S9	Walk behind battery powered sweeper	2

Exhibit D Labor Positions

<u>Shift</u>	<u>Description</u>	<u>Projected Staff</u>	<u>Hours per Week</u>
	General Manager		
1	Supervisor		40
1	General labor		40
2	Supervisor		40
2	General labor		40
3	Supervisor		40
3	General labor		40