



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

RFP TITLE:
FUEL FARM STORAGE SYSTEM MAINTENANCE
AND REPAIR at DESTIN-FORT WALTON BEACH
AIRPORT (VPS)

RFP NUMBER:
RFP AP 06-21

ISSUE DATE: October 19, 2020 at 8:00 a.m. CDST

LAST DAY FOR QUESTIONS: November 5, 2020 at 3:00 p.m. CDST

RFP OPENING DATE & TIME: November 19, 2020 at 3:00 p.m. CDST

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

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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

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

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME: _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS
RFP AP 06-21

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **November 19, 2020 at 3:00 P.M. (CDST)**, for. Fuel Farm Storage System Maintenance and Repair at Destin-Fort Walton Beach (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, excluding the required forms. **All originals must have original signatures in blue ink.**

Okaloosa County (COUNTY), through its Airport Department (AIRPORT), hereby known as "Owner", desire to acquire services to maintain and repair Fuel Farm Storage System at Destin-Fort Walton (VPS) Airport.

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

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

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

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

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 P.M. (CDST), November 19, 2020** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Fuel Farm Storage System Maintenance and Repair at Destin-Fort Walton Beach (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:

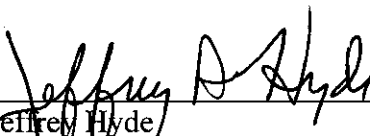
Fuel Farm Storage System Maintenance and Repair at (VPS)

RFP AP 06-21

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536



Jeffrey Hyde
Purchasing Manager

10/13/2020
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin III,
Chairman

PROPOSAL #: RFP AP 06-21

PROPOSAL ITEM: Fuel Farm Storage System Maintenance and Repair at Destin-Fort Walton Beach (VPS)

I. SCOPE:

Background:

The fuel farm storage facility at Destin-Fort Walton Beach Airport (VPS) consists of nine (9) above ground storage tanks with a total capacity of 181,700 gallons:

- Two (2) twenty-five thousand (25,000) gallons
- Four (4) twenty thousand (20,000) gallon aboveground, horizontal Jet-A fuel storage tanks
- Two (2) twenty-five thousand (25,000) gallon horizontal unleaded (MOGAS) tanks
- One (1) seventeen hundred (1,700) gallon, above ground, horizontal diesel tank

Also, one (1) waste tank is included in the fuel farm storage facility.

The contractor shall be responsible to maintain all the tanks and systems within the fence line of the fuel farm. It is the contractor's responsibility to have all necessary parts on hand to complete all of the requirements of the services.

All fuel is delivered to the facility by transport truck. The facility is equipped with one (1) off-loading and one (1) on-loading rack position on the storage site.

There is one (1) fuel service provider and four (4) airlines (Allegiant, American, Delta and United) operating at VPS. Airline volumes for Jet-A are estimated at 590,000 gallons per month based on 2019 yearly average. The Contractor will be required to inspect, check, test maintain, clean and repair the fuel tanks to ensure all tanks are in a perpetual state of "ready for use" condition, in accordance with ATA-103: Standard for Jet Fuel Quality Control at Airports and the current commercial air carrier fuel manuals. The existing fuel service provider will perform Daily Checks in accordance within ATA Spec 103, current edition/revision. The Contractor shall provide preventive maintenance (PM) services (to include testing and cleaning of tanks) and repair the fuel storage tanks and facilities consistent with all federal, state and local laws, ordinances, rules and regulations, including without limitation all applicable environmental, health and safety laws, ordinances, rules, regulations, orders and directives.

Currently, there is not a contract provider for this requirement and previously this was handled internally. Previously, the County utilized the purchase order process to provide services for tank cleaning and annual fuel farm inspections/calibrations. Barcor Enterprises, Inc initially installed the fuel farm. The requirement does not include maintenance or repair on the Airport's fuel trucks. The 2-MOGAS and 2-JetA tanks are from 2006 and the 2 New JetA tanks were added in 2019. The current condition of the equipment is good. The Veeder Root TLS-350 is the meter/register for the system. The Veeder Root has been utilized for 14 years. The Airport does not utilize any tank monitoring, inventory monitoring or electronic WiFi/cell data transfer. Only the Veeder Root is utilized to capture fuel inventory management. The Airport offices are approximately 400 yards from the fuel farm. The

pumps and dispensers for the MOGAS are located at the fuel island at the Airport's rental car facility. The MOGAS and JetA filters and vessels are required to be changed at least every 36 months and inspected each year. They historically been inspected annually. The Airport has experienced between two (2) to three (3) emergency repairs per year, although this number may fluctuate.

Scope of Work:

The Contractor will be required to perform Monthly, Quarterly, Semi-Annual, and Annual Checks and Inspections as well as routine and emergency repairs on the fuel farm facility and will be responsible for any preventive and continuing maintenance programs in accordance with ATA-103: Standard for Jet Fuel Quality Control at Airports and the current commercial air carrier fuel manuals. The Contractor shall closely coordinate with the Owner to establish and/or revise the PM schedule. It shall be the contractor's responsibility to submit a listing of all required inspections and tentative schedule to complete the listed inspections to the Owner approval. Contractor will maintain a record of tank inspections and cleaning on ATA Form 103.07B. All necessary repairs or replacement parts shall be identified on a quote and have approval from the County Representative prior to parts being ordered and work performed. Parts will be ordered (to include any related shipping costs) and installed by the contractor at cost plus a maximum of 5% mark-up and the mark-up percentage is non-negotiable. Contractor shall provide all material, labor and equipment to perform all checks, inspections, PM services, cleanings and emergency repairs. Should vendor require subcontracting efforts, those would require pre-approval and itemized on the written quote. During emergency situations, verbal authorization will be acceptable. Contractor will provide County with a written report within five (5) business days of all work performed. All work performed will be inspected prior to invoice processing.

Contractor must provide service (on-call) twenty-four (24) hours per day, seven (7) days a week, including holidays. If the Contractor cannot begin on-site work in response to a service call within the specified time, listed below, the County has the option to obtain service from another qualified vendor. Failing to provide on-time performance to a service call, within the specified time, shall result in Contractor's financial liability to fully fund all related expenses to County obtaining service from another qualified vendor.

Hours are only to be billed for technician time on-site. Actual costs associated with travel may not be billed for travel time to and from County site, however, the respondent shall propose cost/pricing for the scope requirement hourly rates [*reference Selection Criteria section below*]. The proposed hourly rates shall include all indirect and direct costs, to include any associated travel costs. Contractor shall provide an operational procedure for County to contact Contractor 24 hours per day.

Response Times (following notification-service call):

- Normal (Non-Emergency) - Work shall have begun on-site by the end of the normal working hours, the following calendar day from service call. In the case of a response within four (4) hours to a normal work request, payment will be made at the normal work hour's reimbursement rate.
- Emergency – Work shall have begun on-site within four (4) hours of service call.

- Preventative Maintenance – Work shall have begun on the calendar day scheduled and agreed upon between Contractor and Airport staff.
- The County, at its sole discretion, shall determine what constitutes an emergency and shall state, when making the service request, whether it requires “normal” or “emergency” response.

The Airport works in agreement with current contractor Fuel FX DBA Emerald Coast Aviation for Fuels management and operations services to provide aviation fuel to air carriers, automotive fuel to rental car operators, Owner and airline-owned vehicles, diesel fuel for Owner and airline ground equipment. The Contractor shall work in business unity and co-operation with FX Fuel provider, or current contractor, as directed by the Owner. The Owner may direct the Contractor to work closely alongside, in co-operative cohesion, or possible coordination, with FX Fuel provider, or current contractor, in the performance of agreement operations. The Contractor shall coordinate and co-operate with the Airport Maintenance representative to schedule all preventative maintenance, checks and inspections and routine repairs. The Airport Maintenance representative is responsible to provide this schedule to Fuel FX for their situational awareness of Contractor’s arrival on site. The Contractor shall contact the Airport Operations Center at 850-651-7166 when the Contractor, subcontractors or any representative arrive on site. In the event there are any arising unforeseen conflicts or issues on site between Contractor and Fuel FX, in performance of scheduled duties, the Contractor shall immediately contact the Airport Maintenance representative for discussion and direction. The Contractor shall follow direction and instruction provided by Owner for situation mediation and resolution.

Contractor’s Responsibility:

It shall be the Contractor’s responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal.

The Contractor must be qualified and licensed to conduct business in Okaloosa County, Florida.

The Contractor shall warrant all work and shall guarantee to satisfactorily meet the County’s requirements. The Contractor shall provide all warranty information as part of their proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the Contractor of its responsibility to perform such work.

II. PAYMENT:

The Contractor will be paid for the services provided in accordance with the terms and conditions of the resulting contract and Exhibit “A”- Contractor’s Proposal.

III. CONTRACT TERM:

The Contract will be effective upon execution by all parties and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

IV. OTHER CONSIDERATIONS:

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Owner through Okaloosa County Airports Department before commencing work.
3. The Contractor 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.
4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on Okaloosa County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the requirement and subsequent contract.

V. SUBMITTAL REQUIREMENTS AND PROCEDURES:

The original unbound copy of the response to the Requests for Proposals (Proposal) and all supporting documentation, to include one electronic thumb drive, is required and must be signed by a company official with the power to bind the company in its contract. All Proposals must be completely responsive to the Request for Proposal guidelines for consideration.

Response to the RFP is to be submitted in the format described below:

Letter of Interest should be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter should include location of the firm's office that will be the lead office for this contract and any anticipated sub-contractors.

The selection of a Respondent to provide professional services will be based on the following criteria:

SELECTION CRITERIA

- 1. Approach (Point Value = 30):** Provide a detailed description of the company's understanding of the scope, the ability and manner of how requested services will be provided; including (but not limited to) strategies, how work is monitored, managed, completed (use of in-house vs subcontractors, resources required, etc.) best practices, showing standards and measures, overall waste disposal plan (when applicable) environmental plan, worker and site health and safety plan, natural disaster recovery plan {for fuel tank clean up and restoration}, ectara that will be used to provide the most efficient and reliable service. Describe any conventional industrial challenges and the company's approach to controlling and mitigating these challenges. Include warranty of services the company will provide as a successful respondent. Additional insurances provided may be included.
- 2. Maintenance and Repair Plan (Point Value = 30):** : Clearly identify/discuss the company's on-call services responsiveness plan and its ability to provide qualified on-site work within four (4) hours of any type of service call 24 hours per day. Contractor shall provide an operational procedure for County to contact Contractor 24 hours per day. Clearly identify/discuss the company's overall company's customer service plan, fuel tank maintenance and repair plan to ensure compliant preventative maintenance services, checks and inspections, routine and emergency repairs, IAW ATA-103: Standard for Jet Fuel Quality Control at Airports and the current commercial air carrier fuel manuals.
- 3. Organization & Staffing Experience: (Point Value = 15)** Respondent's ability to effectively provide corporate and local management (recruiting plan and staffing plan) to oversee operations; specifically, to ensure compliant preventative maintenance services, checks and inspections, routine and emergency repairs. Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. [Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Provide copy of FDOT prequalification letter. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFP are included in this section.] Describe the organizational structure that will be used to provide all required services. Include, but not limited to, experience of personnel, professional and business licenses, certificates and information concerning the specific knowledge, technical expertise/qualifications that will be brought to the County in the performance of the Scope of Services.

- 4. Cost/Pricing (Point Value = 15):** The respondent shall propose hourly rates for emergency service calls, hourly rates for normal service calls, hourly rates for annual testing (third party inspector) and the hourly rates for preventative maintenance service calls [PM services include checks, inspections, testing, repairs and cleaning] for the requirements described in the scope of services of the RFP. The proposed hourly rates should be inclusive and reflect all costs associated with these services {(not limited to) material, labor, equipment, all associated fees-indirect costs, all associated travel costs, direct costs and profit} The hourly rates for normal service calls. The hourly rates for emergency service calls, inspections, testing and repairs- (Call Outs after business hours 8am-5pm, weekends and holidays and Issues/Items not included in routine PM's or inspections) The hourly rates for preventative maintenance service calls, checks, inspections, testing, repairs and cleaning. The hourly rates for Annual Testing. (verified by 3rd party licensed inspector). **Note:** Parts will be ordered (to include any related shipping costs) and installed by the contractor at cost plus a maximum of 5% mark-up and mark-up percentage is non-negotiable. Actual costs associated with travel may not be billed for travel time to and from County site, however, these costs will be reflected within the fully burden hourly rates for each category.
- 5. Industry References/Past Performance (Point Value = 10):** Provide a list of at least 3 contracts, within the last five (5) years, through which your company has or had provided for similar complexity of aviation fuel tank storage inspection, maintenance, cleaning and repair services. Please include the amount of each contract, a brief description of services performed, and whether the service was performed within budget. Include three (3) industry references representative of related past experience to include, as a minimum, a name and contact information for reference having firsthand knowledge of the work the company performed (at a minimum, provide one reference contact for each listed contract)

Total Eligible Score for Written Proposal Evaluation = 100 points.

VI. PROCEDURES AND EVALUATION OF PROPOSALS:

1. Receipt of Proposals. Send proposals to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536.
2. Public opening and listing of all proposals received.
3. The Standing Okaloosa County Procurement Selection Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP, unless determined to be non-responsive or non-responsible, evaluate on the content of the Respondent's proposal to the selection criteria, rank their responsiveness to the selection criteria, and identify the top-ranked Respondent(s). All Proposals must be completely responsive to the Request for Proposal guidelines for consideration. Each section should be clearly identified. In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal and waive

minor technicalities/informalities and award the contract to the Respondent deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County. Respondents may also include additional material they deem relevant to their selection, in accordance with Scope of Work and Selection Criteria. A maximum of 40 single-sided pages will be allowed excluding the required forms.

4. If deemed necessary and appropriate, the Standing Okaloosa County Procurement Selection Committee reserves the right to select a “short list” of the highest ranked Respondents depending on the total number of proposals received to go forward into final evaluation.
5. The highest-ranked Respondents may be required to make additional written submissions with oral presentation or demonstration. Failure to present, if selected, may cause the proposal to be non-compliant and not eligible for award. Each presentation will be conducted at the Respondent’s expense, including all travel costs. During the presentation phase, if required, the presentation exceptions, scoring criteria for the presentations, will be provided at that time to the short-listed respondents and the timeline will be given to each respondent in the short list. The date/time/location for presentations will be given to each respondent in the short list at that time. The Standing Selection Committee will evaluate and rank all submittals meeting the minimum submission requirements.
6. The Standing Okaloosa County Procurement Selection Committee shall recommend the final, top-ranked Respondent.
7. Negotiations conducted with the final, top-ranked Respondent. The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal and a negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final. Should contract negotiations fail, negotiations will fall to the next highest ranked respondent.

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

Evaluation of proposals and selection of a successful proposer shall be at the sole discretion of County. This will be a qualifications-based selection. The County reserves the right to determine whether Respondents have the minimum qualifications to perform a contract of this type. The determination by the County concerning Respondent qualifications shall be final. Respondents will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to County representatives. The request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations. In evaluating the proposals, the

County reserves the right to accept or reject all or any part of any proposal and waive minor technicalities.

Any exceptions and/or deviations to these specifications must be clearly identified, otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful contractor will be held responsible for delivering all requirements meeting these specifications. Any exception and/or deviations must be referenced by item number and explained in detail in the provided area.

**VPS FUEL FARM STORAGE SYSTEM MAINTENANCE AND REPAIR AT
DESTIN-FORT WALTON BEACH AIRPORT (VPS)**

**PROPOSAL SHEET
RFP AP 06-21**

QUALIFICATIONS	COMPANY NAMES		
	RESPONDENT A	RESPONDENT B	RESPONDENT C
Approach (Point Value = 30): Detailed description of the company’s understanding of the scope, how work is monitored, managed, completed, best practices, showing standards and measures, Include warranty of services- see selection criteria para 1. Max pts is 30.			
Maintenance and Repair Plan (Point Value = 30): Clearly identify/discuss the company’s on-call services responsiveness plan and its ability to provide qualified on-site work within four (4) hours of any type of service call 24 hours per day. Discuss overall company’s customer service plan. see selection criteria para 2. Max pts is 30.			
Organization & Staffing Experience: (Point Value = 15) Respondent’s ability to effectively to oversee operations; Describe the organizational structure that will be used to provide all required services; experience of personnel, professional and business licenses, certificates. see selection criteria para 3. Max pts is 15.			

<p>Cost/Pricing (Point Value = 15): The hourly rates for emergency service calls, The hourly rates for normal service calls and preventative maintenance service calls, (to include checks, inspections, testing, repairs and cleaning). The hourly rates for Annual Testing (verified by 3rd party licensed inspector) see selection criteria para 4. Max pts is 15.</p>			
<p>Industry References/Past Performance (Point Value = 10): Provide a list of at least 3 contracts, within the last five (5) years, through which your company has or had provided for similar complexity of aviation fuel tank storage inspecting, maintaining, cleaning and repairing services. see selection criteria para 5. Max pts is 10.</p>			
<p>Total (100-point scale)</p>			

VII. TIME SCHEDULE (ALL TIMES ARE TENTATIVE):

ACTIVITY	DATE (subject to change)
Issue RFP	19 October 2020
Questions from potential proposers due	5 November 2020
Issue Addendum (if necessary)	11 November 2020
Proposal Response Due	19 November 2020
Review Committee Meeting	8 December 2020
Intent to Award issued	11 December 2020
Negotiations	14 December 2020–24 December 2020
Board Approval	12 January 2020

VIII. GENERAL SERVICES INSURANCE REQUIREMENTS (REVISED: 01/2/2019):

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of

insurance has been approved by the Okaloosa County Risk Manager or designee.

2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. 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 prior written 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered 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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

LIMIT

- | | | |
|----|--------------------------|--|
| 1. | Workers' Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$500,000 each accident |
| 2. | Business Automobile | \$1,000,000 each accident
(A combined single limit) |

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
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.

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 prior written notice of cancellation; ten (10 days’ prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice.
Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road,
Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of

insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

GENERAL TERMS

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

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

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

IX. OKALOOSA COUNTY STANDARD CLAUSES:

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 bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

CONFLICT OF INTEREST:

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with the proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

CONTRACTING:

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

FAILURE OF PERFORMANCE/DELIVERY:

At Owner's discretion, Respondent default may result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the Owner. In case of default by the Respondent, the Owner after due notice (oral or

written) may procure the necessary supplies or services from another source and hold the respondent responsible for difference in cost incurred.

INDEMNIFICATION AND HOLD HARMLESS:

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

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

IDENTICAL TIE PROPOSALS:

In cases of identical procurement responses, the award shall be determined on the basis of factors deemed to serve the best interest of the Owner. There must be adequate documentation to support such a decision.

NOTICE OF CLAIMS OR LITIGATION:

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The Owner 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.

SUSPENSION OR TERMINATION FOR CONVENIENCE:

The Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine, or to terminate all or a portion of the Contract for the Owner's convenience. This clause carries precedence over all prescribed suspension or termination language within the agreement. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the Owner orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

X. OKALOOSA COUNTY SUPPLEMENTARY PROVISIONS:

ALTERATIONS AND REPAIRS TO PREMISES:

Contractor shall not have the right to construct, install, remove, modify, and/or repair any buildings, structures, tanks, dispensing equipment, pavement, or any other part of the premises at the Facilities.

CLEANING OF FUEL FARM STORAGE SYSTEM FACILITY AREA:

Contractor shall be responsible for the cleaning of the Fuel Farm Storage System Facility, including walks, ramps, steps and landscaped areas, which shall include but not be limited to sweeping, moving, picking up, and containerizing all litter, debris, trash, waste, garbage, leaves, sand, abrasive materials, refuse, and petroleum wastes and the removal and clean-up of gas, solvents, and similar spills from vehicles using said areas and System Facility, in accordance with state and federal EPA requirements. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the System Facility at all times in a clean and orderly condition. If Owner determines that said cleaning is not satisfactory, Owner shall so notify the Contractor in writing. If said cleaning is not performed satisfactorily by Contractor within twenty-four (24) hours after receipt of written notice, Owner or its agents shall have the right to enter upon the Fuel Farm Storage System Facility and perform the cleaning, and the Contractor agrees to promptly reimburse Owner for administrative costs equal to 100% of total cleaning costs. Owner may charge its cost of performance against Contractor's Compensation otherwise due hereunder.

CONTRACTOR USE OF PREMISES:

Limit the use of the premises to work areas indicated. Confine operations to the areas within the Contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated. Take all precautions necessary to protect the building and its occupants while providing the services under the Scope of this requirement.

MAINTENANCE:

Neither Contractor nor its agents, employees, contractors, designated representatives, or invitees shall place or dispose of any trash, debris, chemicals or the like on the premises of the Airport and shall refrain from causing any portion of the Airport's premises to be in an unsafe, untidy, unsightly, or contaminated condition. Prior to the purchase of any parts or components, a written quote must be submitted and approved by Airport and limited to a 5% mark up on parts and services procured to satisfy the maintenance contract.

OCCUPANCY REQUIREMENTS:

Full Owner Occupancy: The Owner will occupy the site and existing building during the entire service period. While performing services, cooperation with the Owner will be necessary to minimize conflicts and facilitate facility usage. Work will be performed in a manner that will not interfere with Airport operations. Owner may perform other work

related to the Project at the site by Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed then; timely written notice thereof will be given to Contractor prior to starting any such other work by the Owner.

EMERGENCIES:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from a Service Call have been caused thereby. If the Contractor cannot begin on-site work in response to the service call within the specified time listed within the specifications of the Request for Proposal, the Owner has the option to obtain services from another qualified vendor. **Failing to provide on-time performance to a service call, within the specified time, shall result in Contractor's financial liability to fully fund all related expenses to County obtaining service from another qualified vendor.**

NON-INTERFERENCE WITH AIRPORT OPERATIONS:

Contractor covenants and agrees that it will not allow any condition on the Airport premises, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Contractor use or permit the Airport premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any prescribed or prohibited condition or activity, as described above, shall be permitted to exist on the Airport premises, or on any part thereof, then, as an alternative to termination of this Agreement, the Owner, after giving ten (10) days written notice to Contractor to abate the prohibited condition, during which period Contractor fails to abate or correct the omission or objection so set forth in Owners notice, may thereupon correct such omission or objection itself, or by its agents, servants, or employees, without such correction causing or constituting a termination of this Agreement or an interference with fuel storage by Contractor, and the Owner may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Contractor agrees to pay the Owner the expenses of the Owner incurred in the above connection as additional compensation within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Owner. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Owner, by and through the Director of Airports, may immediately abate or correct the condition at Contractor's expense without the prior notice described herein.

SAFETY AND PROTECTION:

Safety shall be given paramount importance during all activities completed in this Agreement. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all

necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- i. all persons on the Work site or who may be affected by the Work;
- ii. all the Work and materials and equipment, whether in storage on or off the site; and
- iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. In this regard, Contractor and its designated representatives will follow all Federal, State, and local rules and regulations applicable to operations at the Airport Facility. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable and shall be remedied by Contractor.

SAFETY REPRESENTATIVE:

Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This individual will be required to be on site, coordinating the safe performance of activities related to the maintenance of the Fuel Farm.

CONTRACTOR'S DEALINGS WITH OWNER:

Whenever in this Agreement, the Contractor is required or permitted to obtain the approval to: consult with, give notice to, or otherwise deal with the Owner, the Contractor shall deal with the Owner's Airport Maintenance Representative unless or until oral notice is given to Contractor by Owner as change in Owner's representative.

Any maintenance work in, on, under or over the Fuel Farm Storage System Facility shall be coordinated with Airport Maintenance representative or other Owner representative, as oral notice is given to Contractor by Owner, prior to being initiated.

LICENSES AND CERTIFICATIONS:

Contractor and its designated representatives will obtain, and make available for inspection at all times while on the Airport Premises, all proper licenses, certifications, and authorizations required by any local, state, or federal authority for entities and persons providing the services contemplated in this Agreement. By way of example but not limitation, Contractor and any of its designated representatives will keep, without a lapse, certifications for maintaining and repairing Fuel Farm Storage System Facility.

OWNERS'S RESERVED RIGHTS:

Owner reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Contractor from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Owner, would limit the usefulness of the Airport or constitute a hazard to aircraft.

During the time of war or national emergency declared by Congress, Owner shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended.

Owner, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Facilities for the purpose of the inspection of Contractor or its agents, employees, contractors, designated representatives, or invitees' maintain and repair process, and for the purpose of doing any and all things. which it is obligated and has a right to do.

OVERSIGHT AND CONTROL OF PERSONNEL:

Contractor shall screen, select and train personnel that have the requisite skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned.

1. All personnel shall be uniformed, and shall wear identification badges or name tags.
2. Contractor's employees at the Airport shall be courteous, clean and neat in appearance at all times.
3. Contractor's employees shall comply with Owner's smoking policy or regulation, as it now exists, and as it may be hereafter amended.
4. Contractor's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.
5. Contractor's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.
6. Contractor shall promptly discharge employees not meeting the standards imposed by Contractor, this Agreement or the requirements of the Owner for personnel working at the Fuel Farm Storage System Facility or the Airport.
7. Contractor shall promptly report to the Airports Director any theft or suspected theft from the Fuel Farm Storage System Facility or discharge of employee clue to actual or suspected dishonesty.

TIME OF ESSENCE:

For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.

HAZARD COMMUNICATION PROGRAMS:

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

HAZARDOUS MATERIALS:

Definitions.

"Hazardous Material(s)" shall mean any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or became regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released. Hazardous Materials' shall also mean any hazardous materials, hazardous wastes, toxic substances, or regulated substances under any Environmental Law.

"Environmental Law(s)" shall mean in the broadest sense any and all federal, state and local statutes, ordinances, regulations, rules or guidelines now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Materials (as defined herein) or hazardous substances or relate to the protection of human health, safety or the environment, and include but are not limited to: the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. §13 et seq; the Safe Drinking Water Act (SDWA), 42 U.S.C. §300(f) et seq; the Oil Pollution Control Act of 1990 (OPA), 33 U.S.C. §2701 et seq; Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C., §9601 et seq; and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613; the Toxic Substances Control Act (TSCA), 15 U.S.C. §2601 et seq; the Clean Air Act (CAA), 42 U.S.C. §7401 et seq; the Clean Water Act (CWA), 33 U.S.C. §1251, et seq; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §5101 et seq; the Resources Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq; and the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

Hazardous Material(s). Contractor shall not cause or permit any Hazardous Material to be brought upon, generated, stored, managed, or used in, on, or about the Airport premises by its agents, employees, contractors, designated representatives, or invitees, except for such

Hazardous Material of the type and quantity as is necessary to Contractor's business. Contractor shall ensure that any Hazardous Material permitted in, on, or about the Airport premises on Contractor's behalf, and all containers therefore, shall be managed, used, kept, stored, and disposed of in a manner that complies with all applicable Environmental Law. Contractor shall not release, discharge, leak, emit, nor permit to be discharged, leaked, released, or emitted any Hazardous Material into the atmosphere, ground, storm or sewer system, or any body of water, ditch, or stream on the Airport premises or cause the same to occur except in compliance with applicable Environmental Law and any environmental permit. If Contractor or its agents, employees, contractors, designated representatives, or invitees uses, generates, stores or otherwise manages Hazardous Material at the Airport or causes the same to be used, generated, stored or otherwise managed on behalf of Contractor, and it is necessary to dispose of the Hazardous Material, Contractor shall ensure that its waste transport complies with all applicable Environmental Law, and shall utilize properly qualified and permitted waste transport and disposal personnel and companies to the extent required under applicable Environmental Law. Complete records of all transportation and disposal manifests, related emergency plans of Contractor, or other such documentation shall be retained by Contractor in compliance with Environmental Law and made available to Owner for review upon written request. Owner shall have the right, but not the obligation, to enter the premises at any reasonable time and upon reasonable prior notice to inspect, take samples for testing, and otherwise investigate the premises for the presence of Hazardous Material; except that prior notice shall not be required in the event of an actual or threatened Hazardous Material release by Contractor or those performing any operations on behalf of the Contractor at the Airport. In exercising its right of access, Owner shall use reasonable effort to minimize disruption or interference with Contractor's operations or use of the Airport premises.

Hazardous Materials Additional Compliance Requirements:

In addition to complying with all applicable Environmental Law, Contractor or its agents, employees, contractors, designated representatives, or invitees who are providing services or materials for the benefit of the Contractor shall conduct all activities relating to the fueling operations: (i) in compliance with this Article and the rules and regulations of the Airport; (ii) in cooperation with the Owner in the Owners's efforts to comply with applicable Environmental Law; and (iii) in adherence with best management practices applicable to the Contractor's use of the Airport premises. In the event of a conflict between applicable Environmental Law, this Article, or the rules and regulations of the Airport, the more stringent provisions shall govern to the extent that it does not result in the violation of any Environmental Law.

Hazardous Materials Release:

Without limiting the foregoing, if Contractor or its agents, employees, contractors, designated representatives, or invitees should in any manner, leak, discharge, spill or release Hazardous Materials, fuel, oil, petroleum products or other fluids upon the Airport, Contractor and its agents, employees, contractors, designated representatives, or invitees shall be jointly and legally responsible to the Owner for remediating such release and cause the prompt removal of such products. Contractor shall be solely responsible for remediating any such release. In any such remediation, Contractor shall ensure the completion of the appropriate response to the release as soon as reasonably practicable and any necessary remediation and disposal required by applicable Environmental Law. Nothing herein shall

affect any contractual or legal right of Contractor to seek contribution or reimbursement of reasonable or equitable costs associated with such removal from other contributing entities.

Immediate Response:

Contractor shall immediately, or as soon as reasonably practical, notify airport firefighting and rescue services and Airport Operations of any leak or spill as soon as they are known to Contractor. Contractor shall immediately initiate response activities as soon as is reasonably practicable, in order to contain, remove, recover, clean, and dispose as necessary any Hazardous Materials, but in no event shall response activities for any spill be delayed more than four (4) hours from discovery unless agreed to by the Director on a case by case basis. All remediation shall be completed as soon as reasonably practicable. Airport firefighting and rescue services may respond in the interim to contain any spill until Contractor is on site, but the cost for any containment response shall be subject to reimbursement by the Contractor. If Contractor utilizes a contractor for Contractor's hazardous materials response obligation Contractor shall ensure qualified response contractors are available to timely respond and assist with spill response within four (4) hours or less. In the event that Contractor's activities or those of its agents, employees, customers or contractors result in a release of Hazardous Material exceeding reportable quantity as defined by Environmental Law, Contractor must ensure that appropriate notifications are completed in compliance with Environmental Law.

Contractor Additional Remediation Obligations to Owner:

Contractor shall promptly, or as soon as is reasonably practicable, undertake, at Contractor's sole expense, all actions necessary to ensure that any Hazardous Material release by Contractor, its officers, directors, employees, agents, customers, and contractors is remediated in accordance with applicable Environmental Law. Should Contractor's remediation activities involve oversight by the regulatory entity with jurisdiction over the Hazardous Material release, then Contractor shall obtain "No Further Action" determination of completion without reliance on any engineering or institutional controls, unless such engineering or institutional controls have been previously approved by Owner in writing, in Owner's sole discretion which shall not be unreasonably withheld. Owner's Rights of Notice, Review and Comment. Contractor shall provide Owner a draft for its review and comment regarding any proposed written response, remediation, or restoration action deliverable to be submitted to the overseeing regulatory agency and allow Owner reasonable time to submit comments thereon prior to their submission for Contractor's consideration. Notwithstanding the foregoing, Owner's right to comment shall not unreasonably impede the timely submittal of any document required of Contractor by a regulatory agency. Contractor shall copy the Owner on all final written response, remediation, or restoration action deliverables submitted to the regulatory agencies. Within ten (10) calendar days following completion of any immediate response, remediation or restoration action required by the Agreement, Contractor shall provide the Owner with a written status report.

Environmental Indemnification:

Contractor agrees to release, defend, indemnify and hold the Owner free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including but not limited to containment, cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses incurred in defense of actual litigation or in reasonable anticipation of litigation), arising

from the presence of Hazardous Materials resulting from Contractor's operations, whether released during Contractor's use and occupancy of the Facilities or use of other areas of the Airport by Contractor or its agents, employees, contractors, designated representatives, or invitees or after the expiration or termination of this Agreement, if arising out of events occurring during the Term. A loss shall include any diminution in value of Owner's property resulting from an inability to either use or to re-lease the property due to a release of Hazardous Materials arising from are related to Contractor's or its agents, employees, contractors, designated representatives, or invitees activities or Owner's costs to comply with an institutional control or deed restriction based on the presence of Hazardous Materials on the premises due to Contractor's activities. Contractor's obligations to the Owner is pursuant to this Section shall not apply with respect to either any Hazardous Material released by the Owner or their Ownerees, officers, agents and employees, and/or other persons or entities the acts of whom Contractor is not legally responsible or any Hazardous Material (for which Contractor is not otherwise responsible) clearly migrating onto the Facilities from some other location through and fault of Contractor. The Article shall survive the expiration or earlier termination of this Agreement. Any Contractor obligation pursuant to this Article will not be affected in any way by the amount of are the absence of insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Facilities. In addition to this Agreement, neither Contractor nor its agents, employees, contractors, designated representatives, or invitee's obligations which shall arise pursuant to any other Agreement for the use and operations at the Airport shall not be limited by this Agreement.

Remedies Not Exclusive:

No remedy provided herein shall be deemed exclusive. The Owner shall be entitled to full reimbursement from Contractor whenever the Owner incurs any costs resulting from Contractor's or its agents, employees, contractors, designated representatives, or invitees' use or management of Hazardous Materials on the Airport premises, including but not limited to, costs of investigation, clean-up or other remedial activities, fines or penalties assessed directly against the Owner, injuries to third persons or other properties, and loss of revenues resulting from an inability to release or market the property due to its environmental condition, even if such loss of revenue occurs after the expiration or earlier termination of the Agreement.

Environmental Reporting and Permitting:

To the extent applicable, Contractor shall make available to the Owner upon request copies of all Material Safety Data Sheets (MSDS) for all Hazardous Materials used or stored on the premises. To the extent applicable, Contractor shall provide the Owner with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any material report or notice Contractor receives from, or provides to, any governmental unit or agency in connection with Contractor's handling of Hazardous Materials or the presence, or possible presence, of any Hazardous Materials in, on, about, from or adjacent to the Airport premises.

Violation of Environmental Laws:

If Contractor or its agents, employees, contractors, designated representatives, or invitees violates any applicable Environmental Law, Contractor shall take such action as is necessary to mitigate and correct the violation. If Contractor does not act in a prudent and prompt

manner, the Owner, upon reasonable advance written notice to Contractor, reserves the right, but not the obligation, to come onto the premises, to act in place of the Contractor and take such action as required by applicable Environmental Law to mitigate the violation. If the Owner has a reasonable belief that Contractor is in violation of any applicable Environmental Law, or that Contractor's actions or inactions present a threat of violation of Environmental Law or a threat of damage to the Airport, the Owner reserves the right to enter onto the Facilities without any advanced notice and take such corrective or mitigating action as the Owner deems necessary to bring the Facilities into compliance with Environmental Law or remedy the threat of damage to the Facilities. All reasonable and necessary costs and expenses incurred by the Owner in connection with any such actions shall become due and payable by Contractor within thirty (30) days of presentation of an invoice therefore. Interest shall accrue on all unpaid sums at the same rate and manner as unpaid fees.

REFUSE AND WASTE:

Contractor shall be responsible for the collection, storage and removal from the Fuel Farm Storage System Facility of all garbage, debris and other non-hazardous and hazardous waste materials, either solid or liquid, arising out of Contractor's activities. Contractor covenants to keep the Fuel Farm Storage System Facility free and clear at all times of all such garbage, debris and other non-hazardous and hazardous waste materials. No garbage, debris or other waste materials of any type shall be thrown, discharged or deposited or permitted to be thrown, discharged or deposited on Airport property or any bordering property of the Airport, nor shall it be placed in waste containers owned and/or operated by Owner, except non-hazardous materials may be deposited in a dumpster which shall be designated for Contractor's use in common with other tenants for said purposes.

CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

Notice of Defects:

Prompt notice of all defective Work of which Owner have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted as prescribed below:

Access to Work:

The Owner shall be the sole judge of the quality of maintenance and repairs performed by the Contractor. The Airport may at any time, without notice, enter the Fuel Farm System Facility to determine if satisfactory maintenance and repairs are being performed. Owner, Airport Maintenance Representative, Airport Maintenance Representative Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation for inspection and acceptance of Work. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

If Airport determines that said maintenance or repair is not satisfactory, Airport shall so notify Contractor in writing. If said maintenance or repair is not performed satisfactorily by Contractor within ten (10) calendar days after receipt of the aforesaid written notice, Airport or its agents shall have the right to correct, remove, accept work, suspend or terminate

contract, as outlined within this agreement, or, the Airport may exercise the option to enter upon the Fuel Farm Storage System Facility and perform the maintenance or repair on behalf of Contractor and Contractor agrees to promptly reimburse Airport for administrative costs equal to 100% of total cost. Airport may charge its cost of performance as a deduction against Contractor's Compensation.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Contractor of oral notice given from Owner.

Tests and Inspections:

All work in this agreement shall be completed in a professional and timely manner. Those working on the Fuel Farm Storage System Facility should be certified and the quality of work should reflect that.

The Contractor shall closely coordinate with the Okaloosa County Airport staff to establish and/or revise the PM schedule. The initial coordination will take place between the Contractor and Airport Maintenance Representative within 10 working days of contract execution. It shall be the contractor's responsibility to submit a listing of all required inspections and tentative schedule to complete the listed inspections to the Okaloosa County Airport staff for approval. Contractor will maintain a record of tank inspections and cleaning on ATA Form 103.07B.

The Contractor shall perform the established or revised preventative maintenance schedule approved by Okaloosa County Airport staff. Upon discovery of any problems that would delay or prevent the timely progress and completion of each schedule (check or inspection) the Contractor shall notify the Okaloosa County Airport staff representative in a timely manner. The Owner through Okaloosa County Airport staff representative may, in cooperation with the Contractor, revise and reschedule, or, at the Owner's discretion it may determine to exercise the right to correct, remove (and replace rejected work), accept work, suspend or terminate contract, as outlined within this agreement, or, the Airport may exercise the option to enter upon the Fuel Farm Storage System Facility and perform the maintenance (check or inspection) on behalf of Contractor and Contractor agrees to promptly reimburse Airport for administrative costs equal to 100% of total cost. Airport may charge its cost of performance as a deduction against Contractor's Compensation.

Contractor shall give Owner timely notice of readiness in writing, of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and acceptance procedures of Owner's personnel to facilitate required inspection and acceptance of Work.

Contractor shall perform all Quality Control inspections, testing or approvals required by the requirements of the Request for Proposal. Contractor shall allow the Owner access to all work done for Quality Assurance and Acceptance Inspection by the Owner. At the Owner's discretion, it may perform Acceptance Testing done by an independent testing laboratory of the Owners choosing. All other required testing is to be completed by the contractor as part of the contractor's quality control procedures and submittals.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other

representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for Owner's acceptance of Work. Quality Control Testing of storage tanks, aviation and other fuel(s), materials and equipment shall be the responsibility of the Contractor who shall pay all costs associated with the required testing. Contractor shall provide the Owner adequate advance notice of intended tests to allow the Owner to be present during the Testing, at the discretion of the Owner.

If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without written, or verbal, concurrence of Owner, it must, if requested by Owner (Okaloosa County Airport Staff), be uncovered for observation.

Uncovering Work as provided shall be at Contractor's expense unless Contractor has given Owner timely notice of Contractor's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

Rejecting Defective Work:

Owner will have authority to disapprove or reject Work which it believes to be defective, or that Owner believes will not produce complete Work which conforms to specification of the Request for Proposal, or that will prejudice the integrity and function, whole or any part, of the Fuel Farm Storage System. Owner will also have authority to require special testing or inspection of the Work, whether or not the Work is fabricated, installed, serviced or completed.

Owner May Correct Defective Work:

If Contractor fails within a reasonable time, determined by Owner, after written notice from Owner to exercise option to correct defective Work or exercise option to remove and replace rejected Work as required by Owner, or if Contractor fails to perform the Work in accordance with the specifications within the Request for Proposal, or if Contractor fails to comply with any other provision of the specifications of Request for Proposal, proposed submittal or Contract Documents, Owner may, seven (7) calendar days after written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto. Contractor shall allow Owner, Owner's representative, agents and employees, Owner's other contractors and Engineer and Engineer's Consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by Owner in exercising such rights and remedies will be charged against Contractor and if the parties are unable to agree as to the amount thereof, Owner may make a claim. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor which will fix the date on which Work may be resumed. Contractor shall resume the Work on the date so fixed if applicable. Contractor shall be allowed an extension of the Contract Times, directly attributable to any such suspension.

Owner May Terminate:

The Owner may terminate the contract for purposes of County convenience, and upon the occurrence of any one or more of the following events:

- a) If Contractor fails to provide on-time performance to any service call within the specified time, as referenced within the specifications listed within the Request for Proposal. The Contractor cannot begin on-site work in response to any service call within the specified time, as referenced within the specifications listed within the Request for Proposal.
- b) If Contractor persistently fails to perform the Work in accordance with the specifications listed within the Request for Proposal and Contractor's submittal.
- c) If defective work is not corrected in timely manner and consistent with Owner's standards, as referenced within the specifications listed within the Request for Proposal.
- d) If the Work is inspected by Owner, or Owner's Representative, and found defective, not in compliance, or otherwise violates in any substantial way any provision or regulation of the ATA-103: Standard for Jet Fuel Quality Control at Airports, any current commercial air carrier fuel manual or Florida Administrative Code 62, Chapter 62-762.
- e) If Contractor disregards Laws or Regulations of any public body having jurisdiction.
- f) If Contractor disregards the authority of Owner.
- g) If Contractor admits in writing an inability to pay its debts generally as they become due.
- h) If Contractor fails to coordinate and/or perform, or timely perform, required checks and inspections as submitted in a listing to Okaloosa County Airport staff for approval.
- i) If Contractor fails to perform services proposed within respondent's submittal to specifications listed within the Request For Proposal, or, if there is any indication that other required inspections or activities are not being performed

that are required as provided by any provision or regulation of the ATA-103: Standard for Jet Fuel Quality Control at Airports, any current commercial air carrier fuel manual or Florida Administrative Code 62, Chapter 62-762.

In the event of termination, other than termination for County Convenience, the Owner may utilize and enforce its right to obtain services from another qualified vendor in regards to aforementioned events “A” through “I”. The Contractor shall become financial liable to fully fund all related expenses to the County for obtaining services from another qualified vendor, resulting from aforementioned event(s) of termination.

Upon ten (10) calendar days written notice to Contractor (for normal service calls and normal circumstances); Upon one calendar day written notice to Contractor (for Emergency service calls and emergency circumstances) Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the contract. In such case, Contractor shall be paid (without duplication of any items):

- i. for completed and acceptable Work executed in accordance with the specifications listed within the Request for Proposal and Contractor submittal, prior to the effective date of termination
- ii. for actual expenses sustained prior to the effective date of termination in performing services as required the specifications listed within the Request for Proposal and Contractor submittal in connection with uncompleted Work

Owner may, upon ten (10) calendar days written notice to Contractor (for normal service calls and normal circumstances); Upon one calendar day written notice to Contractor (for Emergency service calls and emergency circumstances) and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work, incorporate in the Work all materials and parts stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment for unfinished Work. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SITUS AND SERVICE OF PROCESS:

Contractor agrees all actions or proceedings arising directly or indirectly from this Agreement shall be governed by the laws of the State of Florida and shall be litigated only in Okaloosa Owner Circuit Court or the United States District Court and Contractor hereby consents to the jurisdiction of such courts.

RULES AND REGULATIONS- LAW COMPLIANCE:

Contractor covenants and agrees to observe and comply with, and this Agreement shall be subject to, all requirements of the constituted public authorities, all federal, state and local statutes, laws, ordinances, rules, regulations and standards now and hereafter in force, which may be applicable to its conduct of its fuels management and operations services and the operation of its business at the Airport, including, but not limited to, such Rules and Regulations as may be adopted by the Owner or its Airports Director. Contractor specifically covenants and agrees that Contractor shall be solely and exclusively responsible, at Contractor's cost and expense, for compliance with the Americans with Disabilities Act and all implementing guidelines and regulations as it applies to Contractor's operations.

XI. GENERAL PROPOSAL CONDITIONS:

1. PRE-PROPOSAL ACTIVITY -

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: jdarr@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:
<http://www.myokaloosa.com/purchasing/home>
<https://www.bidnetdirect.com/florida>

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

2. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. A maximum of 40 single-sided pages will be allowed excluding the required forms. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

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

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

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

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

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

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

3. INTEGRITY OF PROPOSAL DOCUMENTS

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

4. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

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

5. MODIFICATION & WITHDRAWAL OF PROPOSAL

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

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that

Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

7. 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.

8. 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.

9. 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.

10. AWARD OF CONTRACT

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

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

11. 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.

12. 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.

13. 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.

14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

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

15. 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.

16. 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.

17. 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.

18. 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.

19. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest Disclosure Form
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Anti-Collusion Statement
- L. Sworn Statement Public Enemy Crimes
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. Conflict of Interest Disclosure Form
- P. Insurance Compliance Form
- Q. Affidavit- Worker's Compensation Form
- R. Certificate of Good Standing for State of Florida-see number 24

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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 subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

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

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

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

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

I _____ representing _____
Signature Company Name

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

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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

Product Description: _____

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

Yes _____ No _____

Specify: _____

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

Yes _____ No _____

Specify: _____

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

Name of Respondent: _____

E-Mail: _____

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(Continued next page)

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS/SAM #: _____

Respondent's License #: _____

Fax #: _____

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

System for Award Management

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

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

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

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT
RFP AP 06-21

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

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

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

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

Bidder's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

**SWORN STATEMENT UNDER SECTION 287.133 (3)
(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

Whose business address is: _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____

3. My name is _____ and my relationship to the
entity named above is _____

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or of the United States, including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or an
agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without adjudication of guilt, in any federal or state trial court of record, relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity
under the control of any natural person who is active in the management of the entity and who has
been convicted of a public entity crime. The term “affiliate” includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the
management of an affiliate. The ownership by one person of shares constituting a controlling
interest in another person, or a pooling of equipment or income among persons when
not for fair market value under an arm’s length agreement, shall be a prima facie case
that one person controls another person. A person who knowingly enters into a joint
venture with a person who has been convicted of a public entity crime in Florida during
the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes,

means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

(Continued. Sworn Statement Public Entity Crimes)

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally, known to me, or Produced Identification:

Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in

a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all contractors/proposers, 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: _____

EMAIL: _____

PHONE NO.: _____

DATE: _____

INSURANCE COMPLIANCE

This form is to be completed and signed the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements (as specified in page BOC-2 to BOC-6) or that the insurance company has reviewed the bid requirements and certifies that you were bid any price increase due to required coverage.

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name _____

Address _____

Representative

Name _____

Title _____

Phone Number _____

INSURANCE COMPANY

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name _____

Address _____

Representative

Name _____

Title _____

Phone Number _____

AFFIDAVIT - WORKER'S COMPENSATION

State of _____

County of _____

SS: _____

of _____

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me this _____ day of __, 20 __

Notary Public

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County’s standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

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

RECITALS

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

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

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

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

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

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

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

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

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

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

This agreement may not be renewed; or

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

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

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

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of

payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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

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

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor _____ (_____) days to cure such default. If the default remains uncured after _____ (_____) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

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

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

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

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

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

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

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

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

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

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “C”.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer

performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

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

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

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

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

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

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

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

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

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

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

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

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

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

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

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

WITNESS:

Signature

BY:

Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk of Courts

BY: _____
Charles K. Windes, Jr., Chairman

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

7. 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 of 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.

EXHIBIT C GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color,

creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. Davis-Bacon Act: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. Copeland Anti Kick Back Act: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:**

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The

contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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.

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.

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.
 - a. 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
 - c. 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 of 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-
 - a. Enrollment in the E-Verify program; or
 - b. 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.
 - a. 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.
 - b. 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.
 - c. 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>.
 - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- ii. 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
- iii. 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.

EXHIBIT C GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or

subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. Equal Employment Opportunity: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. Davis-Bacon Act: If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. Copeland Anti Kick Back Act: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be following 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award

Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause):

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. Energy Policy and Conservation Act (43 U.S.C.§6201)

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposer's to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.