

**BID FOR
MAINTENANCE OF COUNTY
WARNING POINT EQUIPMENT**



BID #: EMS 52-14

BID OPENS: MAY 28, 2014 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m.** (local time) **May 28, 2014** for **Bid on Maintenance of County Warning Point Communication Equipment**. Pursuant to Notice to Bidders, copies of bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html (View Current Solicitations).

At **3:00 p.m.** (local time) **May 28, 2014** bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Maintenance of County Warning Point Communication Equipment to be opened at 3:00 p.m. MAY 28, 2014"**. Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered. The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, on the day of the bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536 prior to the bid opening. All submittals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

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

All bids should be addressed as follows:

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

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Charles K. Windes, Jr.
Chairman

GENERAL REQUIREMENTS

1. PREVENTATIVE MAINTENANCE

- A. Preventative maintenance services set out in this contract will be performed during regular hours (8:00 a.m. – 5:00 p.m.) Monday through Friday.
- B. Preventative maintenance service is intended to maintain equipment in accordance with manufacturer's specifications.
- C. Preventative Maintenance will include quarterly fixed network inspection and a comprehensive user equipment inspection, including any maintenance action.
- D. Inspection and test items include:
 - 1. HVAC operation and air filters
 - 2. Inspection of grounding system to tower, building(s), and fences
 - 3. UPS operation and battery operation
 - 4. Antenna System test
 - 5. RF stations system alignment and testing
 - 6. Repeater systems, to include voters receivers and microwave, performance check, alignments, testing
- E. A written report of all preventative maintenance performed with results and measurements and applicable recommendations will be forwarded to the 911 Communications Chief following the scheduled service.

- 2. EMERGENCY SERVICE** - Emergency service will be performed on a seven (7) days per week, twenty-four (24) hours per day basis with a one-hour call back time limit and a mutually agreeable on site time limit for repairs. Maintenance and/or repair services required for failures that are not the result of normal wear and tear are not covered by contract service, but shall be furnished on a time plus material basis.

3. LIMITATIONS ON CONTRACT SERVICE

- A. The term "normal wear and tear" is intended to mean: failure of the equipment to operate properly as a result of average use of the equipment under average working conditions. Normal wear and tear shall not include repairs of the equipment occasioned by such problems as, damage by fire, liquids, abusive use, an act of God, operation under abnormal conditions, tampering with the equipment, service by unauthorized individuals, or willful destruction of equipment or components thereof.
- B. This contract does not cover time expended in coordinating with the telephone company the making of repairs to any telephone/control line after it has been determined by the Company that the fault is not in the Customer's equipment that

is subject to this contract. Furthermore, this contract service does not cover maintenance of the Customer owned control lines. This contract service does not include the modifying or adding to the communications system of the Customer, and changes that may be desirable as a result of the progress in the technical art or required by the Federal Communications Commission. The Company and the Customer may mutually agree to modify and add to the Customer's system; however, this shall be under a separate agreement.

- C. Time spent providing services not included within the scope of this contract shall be at the rate of \$ _____ per hour billed after a good faith estimate has been provided to the Customer and authorization received from the Customer to perform the work. Such work will be itemized on the monthly contract billing statement.
4. **EXCLUSIONS & LIMITATIONS** - The maintenance provided is limited to the equipment contained and the provisions outlined in this contract. The following replacement parts, because of their unpredictable finite life, are not included under normal terms of this contract, and will be billed at their normal charge at time of replacement: (a) batteries, (b) antenna(s), (c), transmission line(s), (d) antenna network devices, (e) towers and/or support structures, (f) tower lighting and/or controls, equipment not installed by company's representative, unless specified herein. This contract does not include service, maintenance, service calls, repairs or replacement of equipment resulting from any cause beyond the control of the Company, including but not limited to the loss or damage incurred in transportation, or loss or damage due to fire, water, windstorms, hail, lightning, earthquake, riot, theft, acts of God, accident, negligence, misuse, abuse, by the Customer as so determined by the Company, or to equipment that has been repaired, modified, or altered by others as so determined by the Company, or any other cause originating outside the systems such as R.F. interferences, Federal Agency or Governmental intervention. The Company does not assume and shall have no liability under this contract for failure to provide or delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of the Company, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of customer, its agents, weather conditions, or defaults of Company subcontractors due to any such causes.
5. **FCC COMPLIANCE** - The Customer shall obtain all necessary permits and licenses from the FCC, or any other Federal, State, or Local government agency. Applications and statements of fact when required by the FCC must be subscribed and sworn to by the customer, and the customer is responsible for meeting FCC requirements. However, the Company will assist the Customer with frequency, modulation and power measurements to aid in meeting these requirements. The Customer shall at all times be responsible to the FCC for the proper operation of the equipment and for compliance with FCC rules and regulations. Representation concerning the distance at which usable radio signals

will be transmitted and received by the equipment/system described in this contract shall not be binding upon the company unless reduced to writing and made a part of this contract.

6. **BILLING** - The Customer agrees to pay the Company for its services performed and materials furnished, under this agreement according to the Company's customary terms and billing practices. Total charges under this Contract, will be billed monthly, and is payable within fifteen (15) days of receipt.
7. **Bidders must be authorized ORBACOM service qualified. Okaloosa County reserves the right to reject bids received from vendors who cannot provide proof of certification from ORBACOM. The successful Contractor must have in employ a minimum of 1 authorized certified ORBACOM Service Technician at all times. Okaloosa County reserves the right to cancel this contract and reassign the work if the Contractor failed to meet this requirement.**
8. **TERMS OF CONTRACT** - This contract will be in effect upon completion of signatures by both parties and shall run through September 30, 2017. This contract may be renewed upon agreement by both parties for an additional three (3) one-year periods.

SPECIAL BID CONDITIONS

1. The Board of County Commissioners reserves the right to waive any informality or reject any and all bids, in whole or in part, to utilize any applicable state contracts in lieu of or in addition to this bid, and to accept the bid that in its judgment will best serve the interest of the County. The Board of County Commissioners reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
2. **Addition/Deletion of Item** - The County reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
3. **Subcontractor** – If work or any portion of work is subcontracted, contractor must obtain written permission from the County. The contractor shall be responsible for the acts and omissions of his employees or subcontractors performing any of this work.
4. Bids will not be considered from vendors who are currently involved in official financial re-organization or bankruptcy proceedings.
5. **Bid Price** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
6. **Applicable Laws & Regulations** – The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
7. **Project Site** – All bidders are required to visit the project site and become familiar with the scope of work before submitting a bid.

For technical information or to see jobsite, contact Silvia Womack, Okaloosa Emergency Management at 850-689-5607, 8:00 a.m. – 4:00 p.m., Monday through Friday. All work will be coordinated with same.

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

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

9. **Payments** - The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Board of Commissioners, Finance Office, 302 N. Wilson St, #203, Crestview, FL 32536-3502. Invoices must show Purchase Order Number.
10. **Information** - Questions concerning bid requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; Phone 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids. Technical questions should be directed to Silvia Womack, 850-689-5607, from 8:00 a.m. – 4:00 p.m., Monday – Friday.
11. **Right to Waive and Reject**
 - A. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
 - B. There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - D. The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
12. **Disqualification of Bidders** - Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his bid or bids:

- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
 - C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
 - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
 - F. Default under previous contract.
 - G. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
13. **Bid Opening** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
14. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
15. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids 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 bid, 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 bidder's convenience, this certification form is enclosed and is made a part of the bid package.

16. **Identical Tie Bids** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

17. **Recycled Content Information** – In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

18. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. **Contractor's Insurance**

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- E. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- F. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- G. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.
- H. All insurance contracts, except the Workers' Compensation shall list Okaloosa County as an Additional Insured. **CONTRACTOR** shall provide the County current Certificates of Insurance for all policies at least ten days before commencing work.

Workers' Compensation Insurance:

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. Evidence of such insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

Business Automobile and Public Liability Insurance:

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Public Liability coverage shall include the following:
 - a) On and Off Premises Operation Liability
 - b) Personal Injury Liability Insurance
 - c) Independent Contractor Liability
 - d) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the COUNTY.
- E. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess

Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability:

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<u>COVERAGE</u>	<u>LIMIT</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
2. Business Automobile	\$1 million each occurrence (Combined Single Limit)
3. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation - The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the **CONTRACTOR's** knowledge, the County Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Indemnification and Hold Harmless - To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

Certificate of Insurance:

A. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insureds under this policy shall be primary insurance. If the Additional Insureds 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.

- B. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- C. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the County, its agents or representatives.
- D. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- E. The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insureds.

In no way will the entities listed as Additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- F. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

General Terms:

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

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

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

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

Umbrella Insurance:

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

20. **Bid Tabulation Sheet** – Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
21. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

22. **No Contact Clause** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (No Contact Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (Formal Bids, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The Period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.
23. The following documents are to be filled out and submitted with this bid:
 - A. Local Preference Data Sheet
 - B. Conflict of Interest Disclosure Form
 - C. Drug-Free Workplace Certification Form
 - D. Recycled Content Form
 - E. Indemnification and Hold Harmless Form
 - F. No Contact Clause

LIST OF REFERENCES

Refer to Bid Specification

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF OWNER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

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

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

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 Bidder: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

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

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 2001)

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

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

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

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

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

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.