

**REPAIR, INSPECTION & SERVICE OF
FIRE EXTINGUISHERS, FIRE ALARMS
& SPRINKLER SYSTEMS**



BID #: FM 51-13

BID OPENS: AUGUST 15, 2013 @ 3:10 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:10 p.m.** (local time) **August 15, 2013**, for **Repair, Inspection & Service of Fire Extinguishers, Fire Alarms & Sprinkler Systems**. Pursuant to copies of bid provisions, 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 www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At **3:10 p.m.** (local time), **August 15, 2013**, the 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 Repair, Inspection & Service of Fire Extinguishers, Fire Alarms & Sprinkler Systems to be opened at 3:10 p.m., August 15, 2013**". 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, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

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.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

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

//Signed//
Richard L Brannon
Purchasing Director

7/25/13
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

SPECIFICATIONS

BID #: FM 51-13

BID ITEM: REPAIR, INSPECTION & SERVICE OF FIRE EXTINGUISHERS, FIRE ALARMS & SPRINKLER SYSTEMS

The purpose of this bid is to secure sealed proposals for providing on-site fire extinguisher, fire alarm and sprinkler system repair, inspection and service for all Okaloosa County Board of County Commissioners owned fire extinguishers, fire alarms and sprinkler systems and to enter into an annual renewable contract with the successful low bidder.

Bidder is required to initial each blank space provided on each line item. Plainly list each item offered on bid and any variation from bid specifications.

1. Repair, service and inspection requested herein shall be upon notification by a representative of the County Facility Maintenance Department. _____
2. Report by type, size, location and serial # shall be forwarded to the Facility Maintenance Director upon completion of repairs, inspection and/or service. _____
3. All services will be performed by certified personnel only and in accordance with current NFPA State, Federal and local codes. _____
4. Services or repairs not covered under this agreement will not be performed without prior approval of the Facility Maintenance Director or his designee. _____
5. A representative of the County Facility Maintenance Department shall accompany the contractor during the inspection process. _____
6. A list of fire extinguishers removed from County premises for service must be provided to the County representative (on site). Extinguishers shall be checked out by serial #. _____
7. If fire extinguishers are removed for service/replacement, no more than **50%** of all extinguishers may be removed from a building or office complex at a time, unless like extinguishers are left for temporary use. _____
8. Service to extinguishers and sprinkler systems will meet the following regulations: _____
 - a. NFPA 10 – NFPA 17 – NFPA 17A – NFPA 12A – NFPA 12B – NFPA 13 – NFPA 25 – NFPA 72 _____
9. Upon completion of required service, a new monthly inspection tag conforming with Florida Statute 4!21.241 shall be attached. _____
10. The following is a list of inspections required: _____

A. ANNUAL/ SEMI - ANNUAL INSPECTIONS:

1. Ansul Wet Chemical Fire System at County Jail/Kitchen – Hoods-Crestview. _____
2. Pyro-Chem Dry Chemical Paint Spray Booth System at North County Road Dept. – Crestview. _____
3. Ansul Dry Chemical Fire System in the South County Haz-Mat Storage Facility on Ready Avenue – Ft. Walton Beach. _____
4. Halon Fire System at the County Micro Film Storage Facility – Crestview. _____
5. Emerald Coast Conference Center Kitchen Hoods _____
6. Health Dept. 2ea FM200 systems
James Lee Blvd., Crestview _____
7. Health Dept. 2 ea. FM200 systems
221 Hospital Drive, FWB _____
8. Fiber hub 1 ea. 602 N. Pearl Street, Crestview _____
9. Fiber Hub 1 ea. 1B.9th Ave. Shalimar _____
10. EOC Building FM 400 Systems NWFSTC Niceville _____
11. Ansul Dry Chemical Fire System in the Haz-Mat trailer located at the Ready Avenue Yard, Ft. Walton Beach. _____

B. ANNUAL FIRE ALARM INSPECTIONS:

1. Regional Airport Main Building 1701 State Road 85, Niceville _____
2. Regional Airport Baldwin Building 1701 State Road 85 Niceville _____
3. Regional Airport Maintenance Cargo Building 1701 St. Rd. 85 _____
4. Regional Airport Car Rental Maint. Bldg. 1701 St. Rd. 85 _____
5. Regional Airport Car Rental Fuel Station 1701 St. Rd. 85 _____
6. Tourist Development Center, Okaloosa Island _____
7. Health Dept. 810 E. James Lee Blvd., Crestview _____
8. Health Dept. 221 Hospital Drive, FWB _____
9. Courthouse, 101 James Lee Blvd., Crestview _____
10. Courthouse Annex, Shalimar _____
11. Courthouse Annex Ext., Lewis Turner Blvd., FWB _____
12. Water and Sewer Admin. Bldg. Lewis Turner Blvd. FWB _____
13. County Jail, James Lee Blvd., Crestview _____
14. Emerald Coast Convention Center, Okaloosa Island _____
15. Coordinated Transportation, Transit Way, FWB _____
16. EMS Supply Bldg. 714 Essex Road, FWB _____
17. Water and Sewer Maint. Bldg. Airport Road, Crestview _____
18. Water and Sewer Pump Station, 620 Manchester Rd. FWB _____
19. Arbennie Prichett Sewer Plant 250 Roberts Rd., FWB _____
20. Brackin Bldg. 302 Wilson Street, Crestview _____
21. Clerks Record Storage, 5489 Old Bethel Rd., Crestview _____
22. Clerks Record Storage, Pearl Street, Crestview _____

C. FIRE EXTINGUISHER INSPECTIONS:

- 1. Approximately 425 portable fire extinguishers in all the north and south County buildings. _____

- 2. For bidding purposes, the following is a list of numbers/sizes of extinguishers inspected in our last annual inspection: _____
 - CO² – 2.5 lb (1 ea)
 - CO² – 10 lb (10 ea)
 - CO² – 15 lb (14 ea)
 - CO² – 20 lb (1 ea)

 - BC – 2.5 lb (1 ea)
 - BC – 5.5 lb (1 ea)
 - BC – 6 lb (28 ea)
 - BC – 10 lb (2 ea)

 - ABC – 2.5 lb (6 ea)
 - ABC – 5 lb (191 ea)
 - ABC – 6 lb (28 ea)
 - ABC – 10 lb (94 ea)
 - ABC – 20 lb (39 ea)

 - Halatron – 15 lb (3 ea)

***These numbers are subject to change.**

- 3. The cost or recharging any unit/system because of use or vandalism will be covered by this proposal, but billed separately, as needed. _____

- 4. Additional facilities may be added to the awarded contract when a written proposal is submitted by the contractor and approved by the County. _____

D. FIRE LINE and DOMESTIC BACKFLOW INSPECTIONS:

- 1. County jail 4 units. _____

- 2. Clerk Records Old Bethel Rd. 1 unit _____

- 3. Courthouse Crestview. 1 unit _____

- 4. Courthouse Annex, Shalimar 1 unit _____

- 5. EMS building 714 Essex Rd., FWB 1 unit _____

- 6. Health Dept., Crestview 3 units _____

- 7. Health Dept., FWB 2 units _____

- 8. Road Dept., Crestview 1 unit _____

- 9. Brackin building, Crestview 1 unit _____

- 10. Sheriff office Brackin Street, Crestview 1 unit _____
- 11. Crestview Manor 1 unit _____
- 12. County Coordinated Transportation, Transit Way, FWB 2 units _____
- 13. Emerald Coast Convention Center, Okaloosa Island 2 units _____
- 14. NWFL Airport, Niceville 1 unit _____
- 15. Bob Sikes Airport, Crestview 2 units _____
- 16. Courthouse Annex Ext., FWB 1 unit _____

E. ANNUAL and QUARTERLY FIRE SPRINKLER INSPECTIONS:

- 1. County Clerk Record Storage, old Bethel Rd., Crestview _____
- 2. Water and Sewer Building, Lewis Turner Blvd., FWB _____
- 3. County Health Dept., Crestview _____
- 4. County Health Dept., FWB _____
- 5. County Jail, Crestview _____
- 6. EMS and Sheriff Building, Okaloosa Island _____
- 7. Ems Station, Stahlman, Destin _____
- 8. Emerald Coast Convention Center, Okaloosa Island _____
- 9. NWFL Airport Main Building, Niceville _____
- 10. NWFL Airport Cargo Building, Niceville _____
- 11. NWFL Airport Car Rental Building, Niceville _____
- 12. NWFL Airport Car Fuel Station, Niceville _____
- 13. EMS Supply Building, Essex Rd., FWB _____
- 14. Courthouse Annex Ext., Lewis Turner Blvd., FWB _____
- 15. Water and Sewer Maintenance Building, Airport Rd., Crestview _____
- 16. Coordinated Transportation Building, Transit Way, FWB _____

F. ANNUAL FIRE ALARM and DURESS MONITORING:

1. Tourist Development Center, Okaloosa island _____
2. Health Dept., James Lee Blvd., Crestview _____
3. Health Dept., Hospital Drive, FWB _____
4. Courthouse, Fire Alarm and Duress, James Lee Blvd., Crestview _____
5. Courthouse Annex, Fire Alarm and Duress, Shalimar _____
6. Water and Sewer Building, Lewis Turner, FWB _____
7. Coordinated Transportation Building, Transit Way, FWB _____
8. Clerks Record Storage, Old Bethel Rd., Crestview _____
9. Clerks Record Storage, Crestview Manor, Crestview _____
10. County Jail, James Lee Blvd., Crestview _____
11. Arbennie Prichett Sewer Plant, 250 Roberts Rd., FWB _____
12. EMS Supply Building, Fire Alarm and Security, Essex Rd., FWB _____
13. Tourist Development Center, Fire Alarm and Duress, Okaloosa Island _____
14. Emerald Coast Convention Center, Fire Alarm and Duress, OK Island _____
15. Pre Trial Services, Duress, Crestview Manor, Crestview _____
16. NWFL Airport Main Building, Niceville _____
17. NWFL Airport Baldwin Building, Niceville _____
18. NWFL Airport Cargo Area, Niceville _____
19. NWFL Airport Car Rental , Niceville _____
20. NWFL Airport Car Fuel Station, Niceville _____
21. Courthouse Annex Ext., Lewis Turner Blvd., FWB _____
22. Water and Sewer Pump Building, 620 Manchester Rd., FWB _____

G. FIRE PUMP INSPECTIONS

1. Courthouse Annex Ext., Lewis Turner Blvd., FWB _____
2. NWFL Airport, Niceville _____
3. Bob Sikes Airport, John Givens Rd., Crestview _____

SPECIAL BID CONDITIONS

1. **Information** – For any additional information regarding these specifications, contact Richard Brannon, Purchasing Department; 850-689-5960 or Robert Sawyer, Facility Maintenance; 850-689-4698. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders.
2. **Permits** – The Contractor shall be responsible for obtaining all necessary City/County permits.
3. **Terms of Contract** – This contract shall be effective upon completion of a signed agreement and will be in effect starting **October 1, 2013** and run through **September 30, 2014** and may automatically be renewed for two (2) additional one-year periods with agreement between the Contractor and the County if it is in the best interest of the County. Price adjustment at renewal time will be considered with the County reserving the right to reject any and all increases and putting the contract back out for bid.
4. **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.
5. **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 judgement 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.
6. **Specification Exceptions** – Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.
7. **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.
8. Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
9. **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 a 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 offers. 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.

10. **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.
11. **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.
12. **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.
13. **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.

14. **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.

15. **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.

16. **No Bid** - If not submitting a bid, respond by returning this bid, marking it **"NO BID"** and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the supplier's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.

17. **Copy of Bid Tabulation** – Any bidder who desires to receive a copy of the bid tabulation must enclose a self addressed/stamped envelope when submitting a bid proposal.

18. **Termination of Contract** – Okaloosa County reserves the right to terminate the contract effective **immediately** if there is just cause. There must be proof of a minimum of two verbal warnings and one written warning prior to termination. The governmental agency reserves sole right to determine if just cause exists.

Okaloosa County reserves the right in the cast of termination for default to re-procure services from the next lowest responsive, responsible bidder or to re-solicit the services.

19. **Payments** - The contractor shall be paid upon submission of invoices after work has been completed, in duplicate to the Okaloosa County Board of Commissioners, Finance Office, 302 N. Wilson St. #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

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

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

21. **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, Request for Proposals, Request 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 approved an award.

INSURANCE REQUIREMENTS

Contractor's Insurance

1. The Contractor shall not commence any work in connection with this agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer nor shall the Contractor allow any subcontractor (approved by County of Okaloosa) to commence work in this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
2. 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's Key Rating Guide published A.M. Best & Co., Inc.
3. The County of Okaloosa shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the Contractor. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement.
4. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-subcontractor and any associated or subsidiary companies of the Contractor that are involved and which are part of the contract.
5. The County of Okaloosa reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the County of Okaloosa, the County reserves the right to terminate this contractual agreement.
6. 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.
7. All policies shall be written so that the County of Okaloosa will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the County representative.
8. All insurance contracts should list Okaloosa County as an Additional Insured. The Contractor shall provide the County current Certificates of Insurance for all policies.

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 of Okaloosa, 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
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 and Public Liability Insurance

1. 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.
2. The Contractor shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. 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.
4. Public liability coverage shall be endorsed to include the following:
 - a. Premises – Operation Liability
 - b. Occurrence Bodily Injury and Property Damage Liability
 - c. Independent Contractor's Liability
 - d. Completed Operations and Products Liability

5. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

	<u>LIMIT</u>
1. Worker's Compensation	
1) State	Statutory
2) Employer's Liability	\$1 million each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. 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 & 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 contract.

Certificate of Insurance

1. 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 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.
2. 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

3. 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.
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
5. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (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 Insured.

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. 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.

6. 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.

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 official(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 _____

DATE: _____

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: _____
ADDRESS: _____ (Typed or Printed)
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 12, 2001)

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, Proposer 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 contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

BOARD POLICY ON “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, 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 Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned 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

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.

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____, 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to the repair, inspection & service of fire extinguishers, fire alarms & sprinkler systems as per attached Bid # FM -13** for a total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract will be in effect beginning **October 1, 2013** upon completion of signatures by both parties, and will run through **September 30, 2014**. This contract may be renewed for two (2) additional one-year periods if in agreement by both parties.

This contract may be cancelled by either party upon 30 days written notice.

REPRESENTATIVES: The authorized representative of the County shall be:

Robert E. Sawyer
Okaloosa County Facility Maintenance
5489 Old Bethel Rd.
Crestview FL 32536
850-689-4698 / 850-689-5797 (Fax)
E-Mail: rsawyer@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this _____ day of _____ 2013 and is effective on the _____ day of _____ 2013.

WITNESS:

COUNTY OF OKALOOSA, FLORIDA

BY _____

Ernie Padgett, County Administrator

BID SHEET

DATE SUBMITTED: _____

BID NO: FM

BID ITEM: REPAIR, INSPECTION & SERVICE OF FIRE EXTINGUISHERS, FIRE ALARMS & SPRINKLER SYSTEMS

Type	Inspection Fee	Recharge Fee	Hydrostatic Fee	6-Year Cost
CO ² 2.5 lb				
CO ² 10 lb				
CO ² 15 lb				
CO ² 20 lb				
BC 2.5 lb				
BC 5.5 lb				
BC 6 lb				
BC 10 lb				
ABC 2.5 lb				
ABC 5 lb				
ABC 6 lb				
ABC 10 lb				
ABC 20 lb				
Halatron 15 lb				

ANNUAL HOOD AND DRY CHEM INSPECTIONS

Annual price

1. County Jail, Ansul wet system 2 hoods, Crestview \$_____
2. Road Dept. Paint Booth, Pyro-Chem Dry, Crestview \$_____
3. Hazmat Bldg., Ansul Dry Chem., Ready Ave., FWB \$_____
4. Hazmat Trailer, Ansul Dry Chem., Ready Ave., FWB \$_____
5. Emerald Coast Convention Center, Kitchen Hoods,
Okaloosa Island \$_____
6. Clerk Record Storage, Crestview Manor \$_____

ANNUAL and QUARTERLY FIRE SPINKLER INSPECTIONS

	Quarterly Price	Annual Price
1. Clerk Record Storage, Old Bethel Rd., Crestview	\$_____	\$_____
2. Water and Sewer Bldg., Lewis Turner, FWB	\$_____	\$_____
3. Health Dept., James Lee Blvd., Crestview	\$_____	\$_____
4. Health Dept., Hospital Dr., FWB	\$_____	\$_____
5. County Jail, James Lee Blvd., Crestview	\$_____	\$_____
6. EMS and Sheriff Bldg., Okaloosa Island	\$_____	\$_____
7. EMS Station, Stahlman, Destin	\$_____	\$_____
8. Emerald Coast Convention Center, Ok island	\$_____	\$_____
9. NWFL Airport, Niceville	\$_____	\$_____
10. NWFL Airport Cargo Bldg., Niceville	\$_____	\$_____
11. NWFL Airport Car Rental, Niceville	\$_____	\$_____
12. NWFL Airport Car Fuel Site, Niceville	\$_____	\$_____
13. EMS Supply Bldg., 714 Essex Rd., FWB	\$_____	\$_____
14. Courthouse Annex Ext., Lewis Turner, FWB	\$_____	\$_____
15. Water and Sewer Maint. Bldg., Crestview	\$_____	\$_____

ANNUAL FIRE ALARM and DURESS MONITORING

Annual Price

1. Tourist Development Center, Okaloosa Island \$ _____
2. Health Dept., James Lee, Crestview \$ _____
3. Health Dept., Hospital Dr., FWB \$ _____
4. Courthouse, Fire Alarm, James Lee Blvd., Crestview \$ _____
5. Courthouse Annex, Fire Alarm, Shalimar \$ _____
6. Courthouse Annex Ext., Fire Alarm, Lewis Turner Blvd., FWB \$ _____
7. Coordinated Transportation Bldg., Transit Way, FWB \$ _____
8. Water and Sewer Bldg., Lewis Turner Blvd, FWB \$ _____
9. Clerk Record Storage, Old Bethel Rd., Crestview \$ _____
10. Clerk Record Storage, Crestview Manor, Crestview \$ _____
11. County Jail, James Lee Blvd., Crestview \$ _____
12. Arbennie Prichett Sewer Plant 250 Roberts Rd., FWB \$ _____
13. EMS Supply Bldg., Fire Alarm 714 Essex Rd., FWB \$ _____
14. Emerald Coast Convention Center, Fire Alarm, Okaloosa Island \$ _____
15. NWFL Airport Main Bldg., Niceville \$ _____
16. NWFL Airport Cargo Bldg., Niceville \$ _____
17. NWFL Airport Car Rental, Niceville \$ _____
18. NWFL Airport Car Fuel Site, Niceville \$ _____
19. Courthouse , James Lee Blvd., Duress, Crestview \$ _____
20. Courthouse Annex, Duress, Shalimar \$ _____
21. Courthouse Annex Ext., Duress, Lewis Turner Blvd., FWB \$ _____
22. Pre Trial, Duress, 400 Ferdon Blvd., , Crestview \$ _____

23. EMS Supply Bldg., Duress, 714 Essex Rd., FWB \$ _____

24. Water and Sewer Pump Bldg., Fire Alarm, 620 Manchester, FWB \$ _____

ANNUAL FIRE LINE and DOMESTIC BACKFLOW INSPECTIONS

	Annual Price
1. County Jail , 4 units James Lee Blvd., Crestview	\$ _____
2. Clerk Record Storage, 1 unit, Old Bethel Rd., Crestview	\$ _____
3. Courthouse 1 unit, James Lee Blvd. Crestview	\$ _____
4. Courthouse Annex, 1 unit, Shalimar	\$ _____
5. Courthouse Annex Ext. 1 unit, Lewis Turner Blvd., FWB	\$ _____
6. EMS Supply Bldg., 1 unit, 714 Essex Rd., FWB	\$ _____
7. Health Dept., 3 units, James Lee Blvd., Crestview	\$ _____
8. Health Dept., 1 unit, Hospital Dr., FWB	\$ _____
9. Road Dept. 1 unit, Ferdon Blvd., Crestview	\$ _____
10. Brackin Bldg., 1 unit, Wilson St., Crestview	\$ _____
11. Sheriff Office, 1 unit, Brackin St., Crestview	\$ _____
12. Crestview Manor, 1 unit, 400 Ferdon Blvd., Crestview	\$ _____
13. Coordinated Transportation 2 units, Transit Way,FWB	\$ _____
14. Emerald Coast Convention Center, 2 units, Okaloosa Island	\$ _____
15. NWFL Airport,1 unit, Niceville	\$ _____

ANNUAL FIRE ALARM INSPECTIONS

	Annual Price
1. NWFL Airport Baldwin Bldg., Niceville	\$_____
2. NWFL Airport Cargo Bldg., Niceville	\$_____
3. NWFL Airport Car Rental Bldg., Niceville	\$_____
4. NWFL Airport Car Fuel Site, Niceville	\$_____
5. Tourist Development Center, Okaloosa Island	\$_____
6. Health Dept., James Lee Blvd., Crestview	\$_____
7. Health Dept., Hospital Dr., FWB	\$_____
8. Courthouse, Crestview	\$_____
9. Courthouse Annex, Shalimar	\$_____
10. Courthouse Annex Ext., Lewis Turner Blvd., FWB	\$_____
11. Water and Sewer Bldg., Lewis Turner, FWB	\$_____
12. County Jail, James Lee Blvd., Crestview	\$_____
13. Emerald Coast Convention Center, Okaloosa Island	\$_____
14. Coordinated Transportation Bldg., Transit Way, FWB	\$_____
15. EMS Supply Bldg., 714 Essex Rd., FWB	\$_____
16. Water and Sewer Maintenance Bldg., Airport Rd., Crestview	\$_____
17. Clerks Record Storage, Old Bethel Rd., Crestview	\$_____
18. Clerk Record Storage, Crestview Manor, Crestview	\$_____
19. Arbennie Prichett Sewer Plant, 250 Roberts Rd., FWB	\$_____
20. Brackin Bldg., Wilson Street, Crestview	\$_____
21. Water and Sewer pump Station, 620 Manchester Rd., FWB	\$_____

SEMI ANNUAL FM200 and FM400 SYSTEM INSPECTIONS

Semi Annual Price

1. Health Dept., 2 systems, James Lee Blvd., Crestview \$ _____
2. Health Dept., 2 Systems, Hospital Drive, FWB \$ _____
3. Fiber Hub 1 System, Pearl Street, Crestview \$ _____
4. Fiber Hub 1 System, Behind State Attn. Office, Shalimar \$ _____
5. Clerks Micro Storage 1 System, Crestview Manor, Crestview \$ _____
6. Brackin Bldg., 1 system, Wilson Street, Crestview \$ _____
7. EOC Bldg. 2 systems, at NWFLSC, Niceville \$ _____

FIRE PUMP INSPECTIONS

Annual Price

1. Courthouse Annex Ext., Annual only, Lewis Turner Blvd., FWB \$ _____
2. NWFL Airport, Annual Only, Niceville \$ _____

Annual Price

3. Bob Sikes Airport Fire Pump
John Givens Rd., Crestview \$ _____

Weekly Price

Bob Sikes Airport Fire Pump Weekly Churn Test \$ _____

Monthly Price

Bob Sikes Airport Fire Pump Monthly Flow Test \$ _____

Semi-Annual Price

Bob Sikes Airport Fire Pump Semi-Annual Inspection \$ _____

SPECIAL ITEMS

	Price Each
1. Hood Fusible links	\$ _____
2. Pyro-Chem Actuation Cartridges	\$ _____
3. Hood Head Blow Off Caps	\$ _____
4. Hood System Safety Seals	\$ _____
5. Fire Extinguisher O Rings	\$ _____
6. Fire Extinguisher Safety Seals	\$ _____
7. Fire Extinguisher Inspection Tags	\$ _____
8. Fire Extinguisher Valve Stems	\$ _____
9. Labor Rate HR. Repair Service	\$ _____
10. Labor Rate HR. Overtime and Holiday	\$ _____
11. Mileage Charge	\$ _____

TOTAL ANNUAL COST FOR ALL INSPECTIONS AND MONITORING \$ _____

IN WORDS _____

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 whatever. (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

Title

Phone Number

FAX Number

Federal ID # or SS #