CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>02/04/2021</u>

Contract/Lease Control #: C18-2658-IT

Procurement#: <u>ITB IS 07-18</u>

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: <u>GLAZE COMMUNICATION SERVICES, INC.</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/01/2018

Expiration Date: 01/31/2022 W/1 1 YR RENEWAL

Description of: <u>NETWORK CABLING & REPAIRS</u>

Department: <u>IT</u>

Department Monitor: <u>SAMBENEDETTO</u>

Monitor's Telephone #: 850-689-5981

Monitor's FAX # or E-mail: <u>DSAMBENEDETTO@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement's).

this certificate does not confer rights to the certificate holder in fled of s		3).					
PRODUCER	CONTACT NAME:		FAX				
Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel	(A/C, No, Ext); (000) 034-3423 (A/C, No);						
250 Tequesta Drive	ADDRESS: COI@	coadvantage.c	om				
Tequesta, FL 33418		SURER(S) AFFOI	RDING COVERAGE	NAIC#			
	INSURER A : Americ	an Zurich Insu	rance Company	40142			
INSURED CoAdvantage Corporation Alt. Emp; Glaze Communications Services, Inc.	INSURER B :		and the second second				
3350 Buschwood Park Drive #200	INSURER C:						
Tampa, FL 33618	INSURER D :						
	INSURER E :						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER: 21FL0901046 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA		O THE INCLIN	REVISION NUMBER:	POLICY PERIOD			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRAC DED BY THE POLICE	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO WHICH THIS			
INSR TYPE OF INSURANCE INSD WYD POLICY NUMBER		POLICY EXP (MM/DD/YYYY)					
COMMERCIAL GENERAL LIABILITY	(MAR/DD/1111	1: (max.DD/(111)	EACH OCCURRENCE \$				
CLAIMS:MADE OCCUR	:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$				
		i	PERSONAL & ADV INJURY \$				
GEN'L AGGREGATE LIMIT APPLIES PER			GENERAL AGGREGATE \$				
POLICY PRO: LOC		:	PRODUCTS - COMP/OP AGG \$				
OTHER: AUTOMOBILE LIABILITY		-	COMBINED SINGLE LIMIT				
ANY AUTO	:	:	(Ea accident) BODILY INJURY (Per person) \$	·····			
OWNED SCHEDULED			BODILY INJURY (Per accident) \$				
AUTOS ONLY AUTOS NON-OWNED		:	PROPERTY DAMAGE				
AUTOS ONLY AUTOS ONLY	:		(Per accident) \$				
UMBRELLA LIAB COCUR							
OCCUR EXCESS LIAB CLAIMS-MADE			EACH OCCURRENCE \$				
GEAING-MADE	į	1	AGGREGATE \$				
DED RETENTIONS WORKERS COMPENSATION		:	X PER OTH-	<u> </u>			
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y / N			EL EACH ACCIDENT S	2,000,000			
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) WC 56-11-942-07	04/01/2021	04/01/2022	E.L. DISEASE - EA EMPLOYEE \$	2,000,000			
Il yes, describe under DESCRIPTION OF OPERATIONS below			EL DISEASE POLICY LIMIT \$	2,000,000			
DESCRIPTION OF OPENATIONS DEROW		-	E.C. DISCAGE OCIO! ENVI! 4	2,000,000			
Location Coverage Peri	lod: 04/01/2021	04/01/2022	Cllent# 107986-FL				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	ule, may be attached if me	ore space is comit					
Glaze Communications Services, Inc.	DIE. HIBY DE EMBORGO II III	ore space is requi	eu)				
Coverage is provided for only those co-employees							
of, but not subcontractors Gulf Breeze, FL 32563	CO	NTRACT#	C18-2658-IT				
		マーニー・レン・ハイド	MI INTO ATLANTA				
	NE.	TWORK C	MUNICATIONS SERV ABLING & REPAIRS	ICES, INC.			
	EXF	PIRES: 01/	31/2022 M// 4 4 4				
CERTIFICATE HOLDER	CANCELLA	- 5 17	31/2022 W/ 1 1 YR RE	ENEWAL			
OLIVII WATE HOLDER	VAITULLATION						
Okaloosa County			DESCRIBED POLICIES BE CAN				
5479A Old Bethel Road	THE EXPIRATION ACCORDANCE V		EREOF, NOTICE WILL BE	DELIVERED IN			
Crestview, FL 32536	ACCOUNTAINCE !	··· D I DE PULN	71 FROMBIONS.				
	AUTHORIZED REPRES	ENTATIVE					
	ph the	•					

JSCANLON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRO	DUCE	R				CONTAC	T Arlene É	lizabeth Ga	rdner			
		ood Anderson & Assoc., Inc.								FAX (A/C, No):(850) 4	138-0330
		rth 9th Ave bla, FL 32503				E-MAIL ADDRESS: arlene@underwoodanderson.com						
		,							RDING COVERAGE			NAIC#
						INSURE		rn Owners				10190
INSL	RED							Insurance				32700
		Glaze Communications Sen	/ices	Inc		INSURE						
		1864 Cowen Rd		, ,,,,	•	INSURE			*			
		Gulf Breeze, FL 32563				INSURE						
						INSURE						
CO	VER	AGES CER	TIFIC	CATE	NUMBER:				REVISION NUM	MBER:		
IN C	DICA ERTII	S TO CERTIFY THAT THE POLICIE NTED. NOTWITHSTANDING ANY R FICATE MAY BE ISSUED OR MAY ISIONS AND CONDITIONS OF SUCH	EQUI PER	REMI TAIN,	ENT, TERM OR CONDITIO? THE INSURANCE AFFORI	N OF A DED BY	NY CONTRAC THE POLICI	CT OR OTHER ES DESCRIB	DOCUMENT WIT	TH RESPE	CT TO	WHICH THIS
NSR	l	***		SUBR WVD		DEEN N		POLICY EXP (MM/DD/YYYY)	-	LIMITS		
A	x	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	PULICT NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EAGN GOOLDDEN		<u>.</u>	1,000,000
		CLAIMS-MADE X OCCUR	x	X	78891193		2/12/2021	2/12/2022	DAMAGE TO RENT PREMISES (Ea occu	ED (rrence)	\$	300,000
	X	EPL							MED EXP (Any one	person)	\$	10,000
									PERSONAL & ADV	INJURY	\$	1,000,000
	GEN	I'L AGGRE <u>gat</u> e limit ap <u>plie</u> s per:					•		GENERAL AGGREC	SATE	\$	2,000,000
	X	POLICY PROT LOC	ŀ						PRODUCTS - COM		\$	2,000,000
		OTHER:	<u> </u>						HIRED NON O		\$	1,000,000
В	-	OMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	X	ANY AUTO	Х	X	4289119304		2/12/2021	2/12/2022	BODILY INJURY (Pe	er person)	\$	
		AUTOS ONLY SCHEDULED AUTOS	1						BODILY INJURY (PO		\$	
		HUTES ONLY NOTES WHE	1	1					PROPERTY DAMAG (Per accident)	, , , , , , , , , , , , , , , , , , ,	\$	
	Ш		ļ						_		\$	2 000 000
Α	X	UMBRELLA LIAB X OCCUR			400044000		0/4/0/0004	0/4 0/0000	EACH OCCURREN	CE .	\$	3,000,000
	Щ	EXCESS LIAB CLAIMS-MADE	4		4289119305	Ì	2/12/2021	2/12/2022	AGGREGATE		\$	3,000,000
	Ш	DED X RETENTION \$ 10,000	 	ļ					Employ Liab a		\$	3,000,000
	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N							PER STATUTE	OTH- ER		
	ANY OFFI	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE		\$	
								•	E.L. DISEASE - EA I			
	DÉS	s, describe under CRIPTION OF OPERATIONS below	1						E.L. DISEASE - POL	ICY LIMIT	\$	
		TON OF OPERATIONS / LOCATIONS / VEHIC		ACORI) 101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requi	red)			
		per network cabling & repair cont										
Blar	ket /	Additional Insured if required by w	ritten	cont	ract with regard to General	l Liabili		- • •				•
Sub	roga	tion applies to General Liability and	d Aut	o Lia	bility if required by written	contra	•					
									C18-2658-IT			
									UNICATION			ES, INC.
							•		BLING & RE			
CE	RTIF	ICATE HOLDER				CANO	EXPIR	RES: 01/3	1/2022 W/1	1 YR F	RENE	EWAL
Okaloosa County BOCC 302 N. Wilson Street, Suite 301				THE	EXPIRATION	N DATE TH	ESCRIBED POLICI IEREOF, NOTICI CY PROVISIONS.					
		Crestview, FL 32536				AUTHO	RIZED REPRESE	NTATIVE				
						// (.						

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C18-2058-TT Tracking Number: 4218-21
Procurement/Contractor/Lessee Name: 6167 e Grant Funded: YESNO
Purpose: neveral : 1st amendment
Date/Term: 1-31-2622 1. ☐ GREATER THAN \$100,000
Department #:
Department #:
Amount:
Department: Dept. Monitor Name:
Purchasing Review
Procurement or Contract/Lease requirements are met:
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge
Approved as written: Compliance Review (if required) Grant Name: Date:
Grants Coordinator
Risk Management Review , 1
Approved as written: Risk Management Review Approved as written: Bl enact attach Date: 2/21
Risk Manager or designee Lisa Price
County Attorney Review
Approved as written: See enact attacked 1-26-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee
Department Funding Review
Approved as written: Date:
IT Review (if applicable)
Approved as written:
Date:

Revised September 22, 2020

From:

Denise Broadway

Sent:

Wednesday, January 27, 2021 9:30 AM

To:

DeRita Mason

Subject:

RE: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Sorry but more than my dept. use these contracts, so it's impossible to give you what you're asking for. These contracts are for Network Cabling Services and are used by Airport, W&S, TDD, etc.

Denise Broadway

Executive Assistant I
Okaloosa County Information Technology Department
1250 N Eglin Parkway, Suite 303, Shalimar, FL 32579
850-651-7570
dbroadway@myokaloosa.com

From: DeRita Mason <dmason@myokaloosa.com> Sent: Wednesday, January 27, 2021 7:23 AM

Sent. Wednesday, January 27, 2021 7.25 AM

To: Denise Broadway dbroadway@myokaloosa.com

Subject: RE: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Denise,

Can you provide me with the following information for my coordination sheet?

Account number
Dept Number
Yearly budgeted amount

Thank you,

DeRita Mason



DeRita Mason, CPPB
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Monday, January 25, 2021 12:51 PM

To:

DeRita Mason

Cc:

Lisa Price; Jeffrey Hyde; Lynn Hoshihara

Subject:

RE: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

These renewals are approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson

1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Thursday, January 21, 2021 10:46 AM

To: Lynn Hoshihara </ri>

Cc: Lisa Price < | price@myokaloosa.com>; Jeffrey Hyde < jhyde@myokaloosa.com>

Subject: FW: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Importance: High

Good morning,

Please review and approve the attached.

Thank you,

Note: they would like to take these to the board on Feb 2.

From: Denise Broadway

Sent: Thursday, January 21, 2021 9:25 AM

To: DeRita Mason dmason@myokaloosa.com; Jeffrey Hyde jhyde@myokaloosa.com;

Subject: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Importance: High

Greetings,

Attached are the C18-2659-IT (Network Cabling Services) & C18-2658-IT (Glaze) 1st Renewal and Amendment. Not sure if we did this correctly and I'm sure this needs to go through Legal. We need to get this on the 2/2/21 Agenda due to the fact both expire on 2/1/21, will request retroactive approval.

From:

Lisa Price

Sent:

Monday, February 1, 2021 9:30 AM

To:

DeRita Mason

Subject:

RE: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Approved by Risk for insurance purposes.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"

Mark Twain

For all things Wellness please visit: http://www.myokaloosa.com/wellness

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason

Sent: Thursday, January 21, 2021 9:46 AM To: Lynn Hoshihara; Parsons, Kerry

Cc: Lisa Price; Jeffrey Hyde

Subject: FW: C18-2659-IT & C18-2658-IT 1st Renewal and Amendment

Importance: High

Good morning,

Please review and approve the attached.

Thank you,

Note: they would like to take these to the board on Feb 2.

From: Denise Broadway

Sent: Thursday, January 21, 2021 9:25 AM

To: DeRita Mason < dmason@myokaloosa.com>; Jeffrey Hyde < ihyde@myokaloosa.com>

FIRST RENEWAL AND FIRST AMENDMENT TO CONTRACT C18-2658-IT GLAZE COMMUNICATIONS SERVICES, INC.

This First Renewal and First Amendment made and entered into this <u>FEB</u> day of <u>0</u>, 2021, hereby renews and amends contract C18-2658-IT, dated February 01, 2018, by and between Okaloosa County, Florida, (hereinafter the "County") and Glaze Communications Services, Inc. (hereinafter the "Contractor").

WHEREAS, on February 01, 2018, the County and Contractor entered into a contract, C18-2658-IT, which provides Network Cabling and Repairs for the Okaloosa County; and

WHEREAS, the term of C18-2658-IT shall expire on January 31, 2021 however the contract provides two one-year renewal; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Normal Chargeable Time.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C18-2658-IT as follows:

- 1. C18-2658-IT is hereby renewed for an additional term. The contract renewal period shall begin February 1, 2021 and will expire January 31, 2022.
- 2. C18-2658-IT is hereby amended to include the following changes and additions:

EXHIBIT "A" SPECIFICATIONS

QUOTE: - For the purpose of this contract the term "Quote" is used to designate a time and materials estimate based on a contractor job site walkthrough and/or a scope of work request by the County. Quotes will be approved by the County before a Notice to Proceed is authorized. Quotes will be "Not To Exceed" (NTE), unless approved by the County.

EXHIBIT "A" SPECIFICATIONS

NORMAL CHARGEABLE TIME – The allowable chargeable time will be from the time the vendor's personnel arrive on premise and until the work is completed. Time will be charged in increments of ¼ hour (1 hour minimum). Trips made by the vendor's personnel to obtain required repair parts are not chargeable time, unless required due to a County approved modification. Direct travel time between job sites within the county on the same day may be designated as chargeable time. Additional time may be chargeable if deemed reasonable and necessary to complete the work and approved by the County.

CONTRACT#: C18-2658-IT GLAZE COMMUNICATOINS SERVICES, INC. NETWORK CABELING & REPAIRS EXPIRES: 01/31/2022 W/1 1 YR RENEWAL

Page 1 of 3 C18-2658-IT

EXHIBIT "A" SPECIFICATIONS

PAYMENT — The contractor shall be paid upon submission of invoices, through the requesting department to the Okaloosa County Board of County Commissioners, Finance Office, 101 E James Lee Blvd., Room 108, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number and itemized descriptions. All quotes and invoices will be reviewed and approved by the Information Technology Department.

EXHIBIT "A"
GENERAL BID CONDITIONS

15. PAYMENT – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 101 E James Lee Blvd., Room 108, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show the County contract number and itemized descriptions. All quotes and invoices will be reviewed and approved by the Information Technology Department.

EXHIBIT "A"
COMPANY DATA

- Additional Vendor Contact information:

Email: info@GCSgulfcoast.com

Contact People: Brett Glaze, Christopher Kennedy, Jamie East and Jennifer Loftin

(This part of the page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

> GLAZE COMMUNICATION SERVICES, INC.

Brett W Glaze Date: 2021.01.25 15:12:13

SEAL

Brett W Glaze

Date: 01/25/2021

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel

Chairman, Board of County Commissioners

FEB 0 2 2021 Date: _

J.D. Peacock II Clerk of Circuit Court

> Page 3 of 3 C18-2658-IT

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

<u>12-21-2017</u>

Contract/Lease Control #: C18-2658-IS

Procurement#:

<u>ITB IS 07-18</u>

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee:

GLAZE COMMUNICATIONS SERVICES, INC.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

02/01/2018

Expiration Date:

01/31/2021 W/2 1 YR RENEWALS

Description of

Contract/Lease:

NETWORK CABLING AND REPAIRS

Department:

<u> IS</u>

Department Monitor:

SAMBENEDETTTO

Monitor's Telephone #:

<u>850-689-5981</u>

Monitor's FAX # or E-mail: <u>DSAMBENEDETTO@CO.OKALOOSA.FL.US</u>

Closed:

Cc:

Finance Department Contracts & Grants Office

JSCANLON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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### ##################################	riginio to the continuous horas in hea							
PRODUCER		CONTACT NAME:						
Underwood Anderson & Assoc., Inc. 2302 North 9th Ave Pensacola, FL 32503 INSURED Glaze Communications Services, Inc.		PHONE (A/C, No, Ext): (850) 434-5526	FAX (A/C, No): (850)	438-0330				
		ADDRESS: agency@underwoodanders	on.com					
		INSURER(S) AFFORDING COVE	RAGE	NAIC #				
		INSURER A : Southern Owners Insurance	:e	10190				
		INSURER B : Owners Insurance Co		32700				
		INSURER C: FFVA Mutual Insurance Co	mpany	10385				
1864 Cowen Rd		INSURER D :						
Gulf Breeze, FL 32563		INSURER E :						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	REVISIO	N NUMBER:					

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS

		FICATE MAY BE ISSUED OH MAY ISIONS AND CONDITIONS OF SUCH							U ALL	IHE IERMS,
INSR LTR	!	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X		78891193	2/12/2020	2/12/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	X	EPL	ļ					MED EXP (Any one person)	\$	10,000
			1					PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- LOC	1					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:	ĺ					HIRED NON OWNED	\$	1,000,000
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Ì		4289119304	2/12/2020	2/12/2021	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY AUTOS	1					BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY	Ì					PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE			4289119305	2/12/2020	2/12/2021	AGGREGATE	\$	
		DED X RETENTION\$ 10,000						Employ Liab agg	\$	3,000,000
С	WOF	KERS COMPENSATION						PER OTH- STATUTE ER		
	ANV	PROPRIETOR/PASTNER/EXECUTIVE 7/N] N/A		WC84000335002020A	2/12/2020	2/12/2021	E.L. EACH ACCIDENT	\$	1,000,000
		idatory in NH)	"'^					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			ŀ							
								<u></u>		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract for RFB WS 50-17 Video Surveillance Cameras.

Blanket Additional Insured if per written contract with regard to General Liability (primary & noncontributory).

CONTRACT#: C18-2658-IT GLAZE COMMUNICATIONS SERVICES, INC. NETWORK CABLING & REPAIRS EXPIRES: 01/31/2021 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County 602-C North Pearl Street Crestview, FL 32536 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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<u>Entity</u> Dashb oard ∞	Glaze Communications Services, Inc. Gulf Breeze, FL, 32563-9 DUNS: 015455509 CAGE Code: 1V8K6 UNITED ST Status: Active Expiration Date: 02/20/2018 Purpose of Registration: All Awards					
• Entity Registration	PHP	SG OF REGISTRATI	on: All Awards	TAY JOHN AND THE CONTROL OF THE CONT		
 Core Data Assertions 		Entity Ove	rview			
Reps & Certs POCs Exclusions Active Exclusions Inactive Exclusions Excluded Family Members	Entity Registration Summary Name: Glaze Communications Services, I Business Type: Business or Organizatic Last Updated By: Brett Glaze Registration Status: Active Activation Date: 02/20/2017 Expiration Date: 02/20/2018	nc. n				
	Exclusion Summary	:				
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PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 130	Tracking Number: <u>2126</u> -18
Procurement/Contractor/Lessee Name: Gleze Comm	
Purpose Contract network carbins in	·-··
Date/Term: 3R5 W2/yerewels Amount: 48.50 Ror ham	1. GREATER THAN \$100,000
	2. Greater than \$50,000
Department: <u>TS</u>	3. 🔲 \$50,000 OR LESS
Dept. Monitor Name: Smandutto	
Purchasing Review	
Procurement or Contract/Lease requirements are met:	
Purchasing Director or designee Greg Kisela, Jeff Hyd	Date: 11-30-17 e, DeRita Mason, Matthew Young
2CFR Compliance Review (i	if required)
-Approved as written:	
Pan of Biby	Date: 121512017
Grants Coordinator () Renee Biby	
Risk Management Revi	iew
Approved as written:	
Pick Agnobar or designed Designed Booten on Kontal Ki	Date: 12-4-17
Risk Manager or designee U Laura Porter or Krystal Ki	ng
County Attorney Revie	ew lad
Approved as written: Sel encel	attachd Date: 125-17
County Attorney Gregory T. Stewart, Lynn	Date: Hoshihara, Kerry Parsons or Designee
Following Okaloosa County o	aparoval:
Clerk Finance	APP10101.
Document has been received:	
Finance Manager or designee	Date:

GLAZCOM-01

MMOSELEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Underwood Anderson & Assoc., Inc. 2302 North 9th Ave		CONTACT Arlene Elizabeth Gardner					
		PHONE (A/C, No, Ext): (850) 434-5526		o):(850) 438-0330			
Pensacola, FL 32503		E-MAIL ADDRESS: arlene@underwoodande		•			
		INSURER(S) AFFORDING C	OVERAGE	NAIC #			
		INSURER A : Southern Owners Insura	ance	10190			
INSURED		INSURER B: Owners Insurance Co		32700			
Glaze Communic	cations Services, Inc.	INSURER C : FFVA MIC		10385			
1864 Cowen Rd	20502	INSURER D:					
Gulf Breeze, FL 32563	32563	INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:	REVIS	ION NUMBER				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO	THE INSURED NAMED ABOVE FOR THE POLICY PERIOR
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT (
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES	
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAIL	D CLAIMS.

ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 78891193 300,000 02/12/2018 02/12/2019 X 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY PRO-JECT 2,000,000 LOC PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) В AUTOMOBILE LIABILITY 1,000,000 X ANY AUTO 4289119304 02/12/2018 02/12/2019 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X UMBRELLA LIAB 3,000,000 X OCCUR EACH OCCURRENCE \$ 02/12/2018 02/12/2019 4289119305 **EXCESS LIAB** CLAIMS-MADE 3,000,000 AGGREGATE DED X RETENTION\$ 10,000 Prod/Comp ops 3,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X OTH-PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 02/12/2018 02/12/2019 WC84000335002018A 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Jobs per network Cabling & repair contract.

Blanket Additional Insured if per written contract with regard to General Liability (primary & noncontributory).

018-2658-15

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County 602-C North Pearl Street Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cleativies, i E desde	AUTHORIZED REPRESENTATIVE

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Tuesday, December 05, 2017 9:16 AM

To:

DeRita Mason

Cc: Subject:

Lynn Hoshihara
RE: Glaze Communications RFB IT 07-18

This is approved for legal purposes. Please note that the spacing in the formatting is off, so you may need to adjust it.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]

Sent: Tuesday, December 05, 2017 10:13 AM

To: Parsons, Kerry **Cc:** Lynn Hoshihara

Subject: Glaze Communications RFB IT 07-18

Kerry,

Here is the second contract that goes with the reference RFB.



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Contract # C18-2658-IS GLAZE COMMUNICATION SERVICES, INC. NETWORK & CABLING REPAIR EXPIRES: 01/31/2021 W/2 1 YR RENEWALS

CONTRACT EXPIRES: For RFB IS 07-18 Network Cabling & Repair for Okaloosa County

This Contract executed and entered into this 19th day of December, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Glaze Communications Services, Inc. (hereinafter the "Contractor"), a foreign entity certified to conduct business in the State of Florida, whose principal address is 1864 Cowen Rd., Gulf Breeze, FL 32563, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for Network Cabling & Repair for Okaloosa County; and

WHEREAS, after due review of all bids, Glaze Communications Services, Inc. has been selected for the Network Cabling & Repair for Okaloosa County; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B "attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THERFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

- 1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, ITB IS 07-18, Network Cabling & Repair for Okaloosa County, date of opening November 15, 2018 and any addendums thereto.
- 2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

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

II. Scope of Work

The Contractor will provide Network Cabling & Repair for Okaloosa County, as further outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

Page 1 of 18
Glaze Communications Services, Inc.

III. Payment

The Contractor will be paid for the services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Bid Sheet).

IV. Invoice Requirements

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

V. Duration of Contract and Termination of the Contract

The Contract will be effective beginning February 1, 2018 and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

- 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to computed; and
- 2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

VI. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VII. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VIII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIX. Notice

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

The authorized representatives of the County shall be:

Dan Sambenedetto, Department Director 1250 North Eglin Parkway Shalimar, Florida, 32579 Phone: 850-651-7570

Phone: 850-651-7570 Fax: 850-651-7576

Email: dsambenedetto@co.okaloosa.fl.us

The authorized representative for Glaze Communications Services, Inc. shall be:

Brett W. Glaze, President 1864 Cowen Rd. Gulf Breeze, FL 32563 Phone: 850-916-7455

Fax: 850-932-9646

Email: bwglaze@gcsgulfcoast.com

Courtesy copy to:

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

Phone: 850-689-5960 Fax: 850-689-5998

Email: dmason@co.okaloosa.fl.us

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

X. Governing Law & Venue

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

XI. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

Page 4 of 18
Glaze Communications Services, Inc.

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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

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

XIII. 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.

XIV. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract 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.

XV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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

XVI. 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.

XVII. Independent Contractor

Contractor enters into this Contract 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 Contract.

XVIII. Third Party Beneficiaries

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

XVIX. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property

damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XX. Representation of Authority to Contractor/Signatory

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

XXI. 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 Contract. 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.

XXII. Insurance

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their 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.

- 4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements 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 and the Contractor.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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

LIMITS OF LIABILITY

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

LIMIT

- 1. Worker's Compensation
 - 1.) State

2.)

Employer's Liability

Statutory

\$100,000 each accident

2. Business Automobile \$1,000,000 each occurrence (A combined single limit)

3. Commercial General Liability \$1,000,000 each occurrence (A 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. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. 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.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4. 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

Page 10 of 18
Glaze Communications Services, Inc.

specified herein to entities listed as Additional Insured.

5. 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.

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.

XXIII. 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.

XXIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXV. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

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

GLAZE COMMUNICATIONS
SERVICES, Inc.

Brett W. Gaze - President
Printed Name/Title

Carolyn Ketchel, Chairman

Date: 12/19/17

Date:

J.D. Peacock II, Clerk

J.D. Peacock II, Clerk

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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Glaze Communications Services, Inc.

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable

requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (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, 2986 (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 "A"

INVITATION TO BID (ITB) & RESPO	ONDENT'S ACKNOWLEDGE	EMENT
ITB TITLE: Network Cabling & Repair for Okaloosa County	<u>ITB NUMBER:</u> ITB IS 07-18	
LAST DAY FOR QUESTIONS:	November 6, 2017 2:3	0 P.M. cst
ITB OPENING DATE & TIME:	November 15, 2017 2:3	0 P.M. cst
NOTE: BIDS RECEIVED AFTER THE BID OPENING D	ATE & TIME WILL NOT BE CONSIDE	RED.
Okaloosa County, Florida solicits your company to submit a specifications and conditions set forth in this ITB are incorpor conditions have been met. All bids must have an authorized si and received by the Okaloosa County Clerk of Court by the "IT for the purpose of receiving bids is located in the Clerk of Clocated at 302 N. Wilson St, Crestview, FL 32536. All envelope Number" and the "ITB Opening Date & Time". Okaloosa Cou U.S. Postal Service or other delivery services used by the response accepted. Bids may not be withdrawn for a period of sixty (60)	ated into your response. A bid will not be acceptature in the space provided below. All bid B Opening Date & Time" referenced above. Tourt, Brackin Building Conference & Traingles containing sealed bids must reference the "Lanty is not responsible for lost or late delivered and. Neither faxed nor electronically submodent.	cepted unless all s must be sealed the official clocking Room, #305 TB Title", "ITB y of bids by the itted bids will be
RESPONDENT ACKNOWLEDGEMENT FORM BELOW IN PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITH OF THE RESPONDENT.		
COMPANY NAME Glaze Communication	5 Services Inc.	
MAILING ADDRESS 1864 Cowen Rd		
CITY, STATE, ZP Gulf Breeze FL	32563	
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):	59-3690128	
TELEPHONE NUMBER: 850/916-7455 EXT: EMAIL: BWG-laze @GCSgulfcoa		<u>-9646</u>
I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERST RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, S FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDEN	UPPLIES, EQUIPMENT OR SERVICES, AND IS IN BY ALL TERMS AND CONDITIONS OF THIS BI T.	ALL RESPECTS D AND CERTIFY
	TYPED OR PRINTED NAME Brett W.	Flaze
TITLE: Tresident	DATE NOV 8, 2017	

NOTICE TO RESPONDENTS ITB IS 07-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 2:30 p.m. (CST) November 15th, 2017, for the purchase of Network Cabling & Repair for Okaloosa County.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp

At 2:30 p.m. (CST), November 15th, 2017, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Network Cabling & Repair for Okaloosa County" The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the Conference & Training Room #305 – (old First National Bank Bldg.) located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

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

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

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

All bids should be addressed as follows:

Network Cabling & Repair for Okaloosa County

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

Gregory Kisela	Date	_
Purchasing Director		

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel Chairman

SPECIFICATIONS

BID #: ITB IS 07-18

BID ITEM: NETWORK CABLING & REPAIR

PURPOSE – The purpose of this bid is to establish a contract with one or more vendors to provide networking cabling and associated hardware installation and repair (installation, repairs and maintenance) dealing with network systems owned or leased by Okaloosa County governmental agencies. The system currently in use has approximately 1,000 user data drops.

Bidder is required to complete the blank spaces provided on each line item.

SCOPE OF SERVICES - Contract shall include, but is not limited to:

	COMPLY YES / NO
A. CATEGORY 5e:	
 Data cable installation and repair Cable certification and testing Station modules (jacks) Cable termination Patch panel, brackets and rack installation Patch cable (cord) 	- Yes - Yes - Yes - Yes - Yes
 B. CATEGORY 6: Data cable installation and repair Cable certification and testing Station modules (jacks) Cable termination Patch panel, brackets and rack installation Patch cable (cord) 	- Yes - Yes - Yes - Yes - Yes - Yes
 C. FIBER OPTIC/MULTI-MODE & SINGLE MODE: 1. Cable and installation 2. Cable termination 3. Cable certification and testing 4. Cable distribution terminals and installation 5. Media converter installation and maintenance 6. Patch panel, brackets and rack installation 	Vyes Vyes Vyes Vyes Vyes

All material pricing is at fair market value in accordance with industry standards unless otherwise stated above or negotiated via contract.

Note: The County reserves the right to request quotes from the successful bidder and order the needed services and/or repairs. The County also reserves the right to utilize additional vendors in the event the successful bidder is unable to perform the needed services in a timely manner. Additionally, the County reserves the right to obtain quotes from additional vendors anytime it feels it is in the best interest to do so. However, this clause will not be used to evade the intent of this Invitation to Bid.

VENDOR RESPONSE – The vendor shall respond to request for service as follows:

Initial request for service of any type
 Repair service
 Walk through prior to installations
 Begin installations
 business day
 additional business day
 additional business days

Note: The County reserves the right to accomplish an initial request for service by telephone, email or fax. Responses to initial request may be also accomplished by telephone, emails or fax to the person making the request. The above times for repair, walk-through and to begin installations may be modified if agreed to by the County.

PRICING – We are asking for a bid with a firm price per hour (see the attached Bid Sheet). However, if you wish to submit a more detailed labor rate sheet, include it as an attachment. Okaloosa County reserves the right to select that bid most responsive to our needs.

POINT OF CONTACT – The vendor will designate a primary and alternate point of contact for the provisions of this contract. The designations will include appropriate contact information. The vendor will inform the County anytime this information changes.

The County primary point of contact will be the Board of County Commissioners Senior Network Administrator. The secondary will be the Systems & Networks Manager. The County will provide appropriate contact information to the vendor and will keep this information current.

COMMUNICATIONS – All communications related to work performed or to be performed under this contract will be conducted through the designated points of contact for both the vendor and the County. Work completed otherwise may result in non-payment.

QUALIFICATIONS – The vendor must list on the attached certification page systems that he/she has worked on that are similar to the County system within the year prior to mailing date of this bid as shown on the bid cover sheet. The vendor must also submit a list of at least five (5) customers along with their respective telephone numbers and contact names. The County reserves the right to request additional customer contacts.

VENDOR PERSONNEL – The successful vendor must certify that he/she has in his/her employment, or will have at time of award, at least two (2) local service technicians with a minimum of three (3) years' experience each in servicing and maintaining equipment similar to that used in the County system. The terms of this contract require the vendor to employ a sufficient number of personnel to meet the terms and conditions of this contract. Vendor personnel will be required to carry a means of identifications, such as a badge or be readily identifiable (shirt logo, etc.) as being an employee of the vendor when making site visits.

WORK AFTER NORMAL HOURS FOR REPAIRS – The County may request the vendor to work after hours or on weekends for repairs. Chargeable time will be 1.5x the bid hourly rate for work after 5:00 PM and Saturdays. Work performed on Sundays will be 2x the bid hourly rate. The County will arrange for building access after hours and on weekends.

NORMAL CHARGEABLE TIME – The allowable chargeable time for repairs and unquoted jobs during normal business hours of 8:00 AM - 5:00 PM will be from the time the vendor's personnel arrive on premise and until the work is completed. Time will be charged in increments of $\frac{1}{4}$ hour (1 hour minimum). Trips made by the vendor's personnel to obtain required repair parts are not chargeable time.

All quoted jobs will include all charges including labor whether planned for normal duty hours or outside normal hours. All jobs will be planned for and completed during normal hours unless the County specifically requests otherwise.

VENDOR PROVIDED PARTS – Supplied parts shall be new. All parts used in repairs or additions must have a 30-day full replacement warranty, including labor. Any part that carries a manufacturer warranty greater than 30 days, the manufacturer's warranty will apply. All repairs completed by the vendor will include a 30-day warranty. All new installations will carry a minimum of 1 year warranty on all parts and labor.

COUNTY PROVIDED PARTS – Parts may be procured separately by the County, at its option. The contractor, however, may still be required to install the supplied part. The vendor will not be required to provide a warranty for County supplied parts. The County will normally provide hubs, switches, routers, etc. but may ask the vendor to provide quotes and/or recommendations.

EFFECTIVE DATE – The effective date of this contract would be effective on February 1, 2018 and would run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

PAYMENT – The contractor shall be paid upon submission of invoices, through the requesting department to the Okaloosa County Board of County Commissioners, Finance Office, 302 N Wilson St, Suite #203, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number.

INFORMATION – Questions about this ITB should be directed to DeRita Mason, Purchasing department, dmason@co.okaloosa.fl.us. 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.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their 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.
- 4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements 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 and the Contractor.
- 6. 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.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
- 8. 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.
- 9. 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.
- 10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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

LIMITS OF LIABILITY

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

1.	Worker's Compensation	<u>LIMI I</u>
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence
3.	Commercial General Liability	(A combined single limit) \$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. 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.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the

satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

- 4. 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.
- 5. 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.

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.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: dmason@co.okaloosa.fl.us (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda. and will be posted to and Okaloosa the County website http://www.co.okaloosa.fl.us/purchasing/current-solicitations and Bidnet website the at https://www.bidnetdirect.com/florida.

Such written addenda or modification shall be part of the bid 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 bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "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 numerical figures, the written amount shall govern. Any bid 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 bids may be rejected.

A bid 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 bid 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 bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in <u>blue ink</u> with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid 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 bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS Respondents shall use the original Bid 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 Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
- 4. SUBMITTAL OF BID A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid 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 bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid 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 BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids 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 bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. 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 respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- 8. CONDITIONAL & INCOMPLETE BIDS Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. **PRICING** We are asking for a bid with a firm price per hour (see the attached Bid Sheet). However, if you wish to submit a more detailed labor rate sheet, include it as an attachment. Okaloosa County reserves the right to select that bid most responsive to our needs.
- **10. ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 11. SPECIFICATION EXCEPTIONS Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
- 12. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- **13. DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - 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 any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. Okaloosa County Review Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the 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. Okaloosa County 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. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which 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.
- 15. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. 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.
- 17. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their 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.

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

- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- **20. 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.
- 21. CONE OF SILENCE CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

All communications shall be directed to the Purchasing Department.-See attached form

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

- **22. REVIEW OF PROCUREMENT DOCUMENTS** Per Florida Statute 119.071 (2) 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.
- 23. 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.
- 24. 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.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE The County 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 County may determine, or to terminate all or a portion of the Contract for the County's convenience. 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 County 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.
- 26. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. 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 bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION Respondent will 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.
- 29. 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.
- 30. 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.

31. The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. Bid Sheet
- L. Draft Contract

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.
- Give each employee engaged in providing the commodities or contractual services that are under quote 3. 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.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this 6. section.

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

DATE:

ADDRESS:

PHONE NO.: 850-916-7455

SIGNATURE: Deho & Flage

NAME: Debra B Flake
(Typed or Printed)

TITLE: Office Mgr E-MAIL: Office Mgr E-MAIL: Office Mgr Com

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
NA	ME(S) POSITION(S)
-	
FIRM NAME:	Glaze Communications
BY (PRINTED):	Debra B Flatte
BY (SIGNATURE):	Debro B Flake
TITLE:	Office Mgr
ADDRESS:	1864 Cowen Rd
	Gulf Breeze FL 32563
PHONE NO.	850-916-7455
E-MAIL	dflake ogcsgulfcoast.com
DATE	11-8-2017

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 contact 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: 11-8-2017 SIGNATURE: Debra B Flake

COMPANY: Glaze Communications NAME: Debra B Flake

ADDRESS: 1864 Cowen Rd TITLE: Office Mgr

Gulf Breeze Fl

32563

E-MAIL: dflake egesquif coast. com

PHONE NO.: 850/916-7455

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

material containing recycled content?
n material containing recycled content?
naterials and labor to install.
adjerials and respect to install.
ts intended end use?
s but copper cable and som
•
involved with no product involvement. Sometimes we
provide labor only.
Ecoast. com

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 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.

Glaze Communications
Respondent's Company Name

1864 Cowen Rd Physical Address Gulf Breeze, FL

SAME 37563 Mailing Address

850-916-7455 Phone Number

850-232-2894 Cellular Number

Nov 8, 2017
Date

Authorized Signature – Manual

Brett W. Glaze
Authorized Signature - Typed

President Title

850-932-9646 FAX Number

850-916-7455-follow prompts
After-Hours Number(s)

buglaze eges gulfcoast.
Email Address

Com

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.

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, Claze	Ammunication certifies or affirms the truthfulness and accuracy of each statement of its
certification and disclosur	e, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C
A 3801, et seq., apply to the	nis certification and disclosure, if any.
- Basse	Signature of Contractor's Authorized Official
Brett W. Glaze - Pr	Size Name and Title of Contractor's Authorized Official

Nov 8, 2017 Date

COMPANY DATA

Respondent's Company Name:	Glaze Communications Services, Inc.
Physical Address & Phone #:	1864 Cowen Bd
	Gulf Breeze FL 32563
	850 916-7455
	·
Contact Person (Typed-Printed):	Dave Duff / Larry Henry
Phone #:	850/916-7455
Cell #: (850)	232-9813 232-2895
Federal ID or SS #:	59-3690128
DUNNS #:	015 455 509
Respondent's License #:	ES 12001089
Fax #:	850-916-7455- follow prempts
Emergency #'s After Hours,	850-916-7455- follow prempts
Weekends & Holidays:	232-9813 + 232-2895
Email Address:	dduff e ges gulf coast. com
_	Henry @ ges gulfcoast.com

ADDENDUM ACKNOWLEDGEMENT

RFB IS 07-18

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

ADDENDUM NO.	1	DATE NOV 1, 2017	
	Cone of Silence	•	

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.



1864 Cowen Road, Gulf Breeze, FL 32563 Office 850-916-7455 Fax 850-932-9646 www.gcsgulfcoast.com

> FL License: ES12001089 Fed ID: 59-3690128

November 8, 2017

Okaloosa County ITB IS 07-18 Bid

NON-COLLUSION

Glaze Communications 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.

Brett W Glaze President

BID SHEET

Date Submitted: Nov 8, 2017

Bid #: ITB IS 07-18

BID ITEM: NETWORK CABLING & REPAIR

BID PRICE PER HOUR FOR LABOR-FIBER

\$ 48,50

BID PRICE PER HOUR FOR LABOR-COPPER

\$ 48.50

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).

Glaze Communications Services Bidder's Company Name

1864 Gowen Rd

Gulf Breeze FL 32563 Address

850-916-7455 Phone #

<u>59-3690128</u> Federal ID # or SS #

Authorized Signature – Manual

Brett W. Glaze
Authorized Signature - Typed

President—

850-932-9646 Fax#

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (Cone of SilenceClause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

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

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

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

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

I Sull representing Glaze Communications

Signature Company Name

Brett W. Glaz

On this _____day of _____day of _______2017 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.

No Contact Clause

CERTIFICATION FORM

I, Brett W. Glaze, certify that my company, Glaze Communications Services,

Name	Name of Company	IV
has worked on network cabling systems similar to the	ne system currently being used by	
Okaloosa County within the past 12 months and tha	nt <u>Glaze Communico Pions</u> , currently Name of Company	
has a minimum of two (2) trained local service technology	nicians, each with a minimum of three (3)	
years experience.		
Authorized Signature Brett W. Glaze Printed Name	·	
Glaze Communications Company Name Services, Inc. 1864 Cowen Rd Gulf. Company Address	Breeze FL	
	32562	

FAILURE TO EXECUTE & RETURN THIS FORM WITH BID PACKAGE SHALL DISQUALIFY YOUR BID.



1864 Cowen Road, Gulf Breeze, FL 32563 Office 850-916-7455 Fax 850-932-9646 www.gcsgulfcoast.com FL License: ES12001089

Fed ID: 59-3690128

November 8, 2017

Okaloosa County ITB IS 07-18 Bid

CERTIFICATION PAGE / VENDOR PERSONNEL QUALIFICATIONS / REFERENCES

Glaze Communications has worked on many similar projects within the year prior to mailing date of this bid for the customers listed below. Our work covers a single data drop to cabling of new schools, hospitals, etc. GCS has over a dozen technicians who have over 10 years each experience in maintain equipment similar to that used in Okaloosa County.

Sacred Heart Hospital Pensacola, FL Shannon Rogers 850-416-7128

Escambia County School District Pensacola, FL Anya Klinginsmith-Sr. Purchasing 850-469-6204

Santa Rosa School District Milton, FL Chuck Welch 850-698-3341

Okaloosa County Commissioners Shalimar, FL Karen Donnelly 850-689-5518

Walton County School District Defuniak Springs, FL Mark Gardner 850-892-1100